

## **The complaint**

Mr C has complained that National Westminster Bank Plc (NatWest) won't credit his account with a cash deposit he says he made.

## **What happened**

Mr C says that some time in early March 2024, he went into a branch and deposited £1,200 via a deposit machine, in two lots of £600. He says he got a receipt but can no longer find it.

Some weeks later, Mr C checked his statements and couldn't find the deposit. He complained.

NatWest investigated, including going through all the deposits made on the days Mr C suggested his was made. They found absolutely no record that this deposit ever happened, and Mr C did not have any evidence of it. As such, they declined to credit his account with the £1,200 claimed.

Our Investigator looked into things independently and didn't uphold the complaint. Mr C asked for an ombudsman to make a final decision, so the complaint has been passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I should first explain that while I have taken into account everything which both sides have said and provided, I won't necessarily comment on every point. For example, we're not the regulator, and we don't set or oversee banks' processes, so I'm not best placed to address Mr C's points about the wider processes involved. And we're not a court, so we won't necessarily go through things on a strict point-by-point basis. We're an informal dispute resolution service, so I'll keep my decision focused on what I've found to be the key points in the dispute.

I can appreciate why Mr C would like to see CCTV footage from the branch. That kind of footage is only kept for a short time – usually less than a month – so I'm afraid it's much too late for me to be able to view it now. I've looked at the evidence that is available, and thought carefully about what's most likely to have happened.

Mr C says he made these deposits on a machine. The machines log all attempted deposits – even the ones that don't go through. So if Mr C had used a machine, there'd be a record of his attempt. But I've gone through a log of all the attempted deposits on the machines in the branch for the days in question. And there is no record at all of any attempts to deposit money into Mr C's accounts, nor any attempts to deposit two lots of £600. This strongly suggests that the deposit did not take place.

If there had been an error or discrepancy, such that the disputed £1,200 would've got taken into the machine but didn't get credited, then the machine would've had £1,200 or so of extra cash in it afterwards. But when the machines were checked for balancing for the relevant days, they all either balanced exactly or had relatively small surpluses which didn't come close to that amount. This also suggests that the deposit did not take place. And I've not found any signs of any other relevant errors or discrepancies which might support that this deposit took place – technical, human, or otherwise – nor of any staff interference. This all supports that the deposit did not happen.

On the other hand, we don't have any evidence which shows or reasonably substantiates that the deposit *did* happen. Mr C would've got a receipt if he'd made the deposit, but he doesn't have one. Mr C couldn't remember the exact date of the deposit. And the staff member who Mr C says helped him didn't remember the transaction.

In summary, I've got no evidence which shows or reasonably substantiates that this deposit took place. Whereas the evidence at hand strongly supports that this deposit did *not* take place. As such, I don't have a fair basis on which to tell NatWest to credit Mr C's account with £1,200 here. I can't hold them liable for an alleged error, when there's no evidence that such an error happened, and there's substantial evidence that it did not happen. I do appreciate that this is not the outcome Mr C was hoping for. But given the evidence I have and the balance of probabilities, I'm unable to reasonably reach any other conclusion.

### **My final decision**

For the reasons I've explained, I don't uphold Mr C's complaint in this case.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 December 2024.

Adam Charles  
**Ombudsman**