

The complaint

Mrs H says Bank of Scotland plc, trading as “Halifax”, gave her an incorrect amount when she made a cash withdrawal of £2,000 in branch.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mrs H says she went into branch to withdraw £2,000 in cash. She was handed a sealed envelope containing the money which she took straight home. Two weeks later when she opened it, she found it was missing £400. Mrs H would like Halifax to pay her the £400 which was missing.

Halifax says the evidence it has from the branch records at the time show that there were no large discrepancies which could account for the £400 shortfall Mrs H claims wasn’t given to her. It says the money was counted using a machine and handed over to her, so it says it doesn’t think it has done anything wrong nor it shouldn’t be liable for the missing funds.

Our investigator considered this complaint but ultimately felt it wouldn’t be fair to uphold the complaint and ask Halifax to pay this money without evidence that Halifax was responsible for the loss. Mrs H wasn’t happy, so the complaint has been passed to me for a final decision.

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.

Where there’s a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

Mrs H says she was not given the correct amount when she made a £2,000 cash withdrawal From her Halifax account in branch. She says she usually makes this type of withdrawal every few months, and I’ve seen evidence of this from her account statement. Mrs H told us she took the envelope with the money straight home and locked it in a safe in her bedroom which only she has access to. But it seems the evidence she gave Halifax contradicts this testimony. Halifax says Mrs H told it that she left the money in a box in her kitchen and had some people coming and going but doesn’t think they would’ve taken any money. This contradictory evidence makes it difficult for me to rely on what Mrs H has said.

Mrs H says she didn’t need the money right away but two weeks later she counted it and realised there was £400 missing. There is no other evidence provided by Mrs H to support what she says happened. This doesn’t mean I think Mrs H is being untruthful, it simply means I don’t have any other evidence which might persuade me that Mrs H’s version of events is the most likely.

Halifax has provided evidence of the cash balance sheets and record of the till balances from around that time. These show there was no large discrepancies which could account for the £400 Mrs H says was missing. There is also evidence that the money was counted by a Teller Cash Recycler machine, which recorded the full £2000 being counted. As I wasn't present at the time to see what happened, this evidence is the most persuasive evidence I have of what happened at the time. There is nothing else persuasive to explain where £400 from the total amount has gone, and so I think it's likely the full £2000 was given to Mrs H at the time.

Mrs H is unhappy that Halifax didn't provide the CCTV of the transaction as she says she complained to it within 30 days of the transaction, so this should've still been available. The evidence provided by the business shows it first recorded Mrs H's complaint on 18 August 2024. Which is more than 30 days after the incident in question. As it's CCTV is only available for 30 days, I think this is a fair explanation of why this evidence is no longer available. In any case, CCTV footage from branch transactions is usually not very useful as it is normally not possible to see clearly the amount of money counted or a close up of any money exchange. So, I don't think it would be fair for me to uphold this complaint on the basis that the CCTV is no longer available.

I know this outcome will come as a disappointment to Mrs H, but I have not found any evidence that Halifax didn't provide the money as requested or that it is responsible for any of the cash going missing. So, I am not asking it to do anything further.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 25 April 2025.

Sienna Mahboobani
Ombudsman