

The complaint

Mr and Mrs F say Nationwide Building Society (“Nationwide”) refuse to replace missing funds from their account.

What happened

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

In short, Mr and Mrs F say Mr F went into branch to make a large cash deposit of £89,000. This was counted in branch and the money was deposited into their account. However, it was then rectified to £85,000 following a call to Mr F. Mr and Mrs F are adamant that £89,000 was brought in cash into the branch, and they want Nationwide to replace the missing money.

Nationwide says it did originally count £89,000 when Mr F was in branch, but shortly after it conducted a dual count (as per the process for large cash deposits in branch) and found there to be £85,000. It says it called Mr F to inform him and he accepted this was correct. It also says the evidence it has from the branch’s balancing reports shows no money unaccounted for, so it believes Mr and Mrs F only brought in £85,000.

Our investigator considered this complaint but felt it was not one she could uphold. Mr and Mrs F were unhappy with this outcome, 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.

My role is to look at all the evidence, and then reach a decision that takes this into account and is fair to both parties. That means I consider Nationwide’s position as much as I do Mr and Mrs F’s. And 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.

On 15 July 2024 Mr F visited a Nationwide branch to deposit a large amount of cash. Mr F says there were two members of staff who counted the money and confirmed the total amount was £89,000. Nationwide says there was only one member of staff available at the time, and after she had begun counting and reached £70,000 another member of staff joined her. Nationwide says it carried out a dual count after Mr F had left and it called him after he had left the branch to inform him that the initial count was wrong. But unfortunately, this call was not recorded. There is also no CCTV evidence to consider as the complaint was raised more than 30 days after the incident took place, and the footage is not stored for longer than this. So, there is very little evidence for me to rely on, besides from what both parties have told me.

There is no way for me to know whether there were two members of staff at the initial count, or just one. But both parties agree that on the initial count the total was recorded as £89,000, and this is what was first credited to the account. Both parties also agree that Nationwide called Mr F following their dual count to inform him that the second count showed £85,000. Mrs F says she counted the money put out £89,000 and Mr F counted it independently. So, if both Mr and Mrs F had thoroughly counted and were satisfied at the time that the money amounted to £89,000, I would've expected Mr F to argue this on the phone at the time of the call, instead of informing Nationwide that he had to go home and discuss with Mrs F.

Nationwide's evidence is that Mr F wasn't aware how much money he had brought in at the time, and from the evidence I've seen I think that's likely. I say this because, by his own admission, he didn't make a complaint about this at the time the bank called to inform him of the correction. He says he went to get a coffee and was driving on his way to feed some ducks when he received the call, so it seems he had time available to go back to the bank to try and resolve the issues had he been sure he had taken £89,000 in cash.

Mrs F says she counted the money four times before Mr F took it to the branch to be deposited. While I am not saying I disbelieve her, I don't have any compelling evidence to support what she has said either. On the other hand, Nationwide has provided evidence of the branch balancing report for the morning of 15 July 2024 and the morning of 16 July 2024. These show the branch did not have any excess cash which was unaccounted for. It has also produced the branch balancing report for the days following the incident, and no significant discrepancies have been recorded.

Mr and Mrs F have provided some evidence of the cash amount in the form of a photograph of funds on their bed. While I can clearly see that there is a large sum of money here, I am unable to conclude that it is more likely than not that there is £89,000 and not £85,000. And even if I could make such finding, there is no way for me to conclude its more likely than not that all this money was taken into the branch on 15 July 2024 to be deposited.

Mr and Mrs F have explained why they didn't raise this complaint initially and why Mrs F only became aware of the discrepancy much later. However, I have seen several letters from Nationwide referring to the £85,000 cash deposit long before the complaint was made. As time passes evidence can become unavailable or less reliable. And based on what I have available now I am not persuaded Nationwide has done anything wrong, and I don't have enough evidence to uphold the complaint in Mr and Mrs F's favour.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 7 May 2025.

Sienna Mahboobani
Ombudsman