

The complaint

Miss S has complained about a cash deposit, where she says that Nationwide Building Society deposited the wrong amount.

What happened

Both sides are most familiar with the case, so I'll summarise things in brief.

Miss S went into a Nationwide branch to deposit cash. A staff member did this for her at a machine. The machine said the cash came to £250, but Miss S says it should've been £300. The transaction was reversed and the machine ejected £250 of cash. The staff deposited the £250 to her account. Miss S says she is owed the alleged £50 difference. She's also unhappy with the customer service she was given.

Nationwide said they checked the machine and found that it balanced. They and Miss S are in disagreement about some of the finer details of what happened in the branch.

Miss S had also raised concerns about some mistaken contact from Nationwide regarding another matter, for which Nationwide apologised and paid her £50 compensation. Miss S feels that issue is resolved and does not wish us to consider it further in this complaint.

Our Investigator looked into things independently. As Nationwide were unable to provide the technical data we needed, our Investigator upheld the complaint and proposed that they paid Miss S for the alleged difference in cash.

Miss S appealed. She felt strongly that Nationwide were lying about what happened, and she asked for further compensation.

I sent Miss S and Nationwide a provisional decision on 4 April 2025, to explain why I thought the complaint should be upheld. In that decision, I said:

I should first explain that in this decision, I can only consider the complaint which was brought to Nationwide and which they've had a chance to look at and address in a final response. I understand that Miss S is no longer a Nationwide customer, and that she's now unhappy that she will not receive the money Nationwide customers are getting for the takeover of Virgin. However, that is a new and distinct complaint point, which was not raised before, and which Nationwide have not had a chance to investigate and issue a final response for. So if Miss S would like that point considered, she will need to raise it with Nationwide as a new complaint, separately to this case.

I should also explain that our service is here to resolve complaints in a more informal way than a court. So while I have read and taken into account everything that both sides have provided, I won't necessarily comment on everything or go through every single point on a point-by-point basis as a court might. Instead, I will keep my decision focused on what I've found to be the key points.

The complaint centres around the cash deposit. Miss S says that the deposit was not correctly executed. So under the relevant rules, it's for Nationwide to show that the transaction was correctly executed and that it was not affected by – for example – a technical breakdown. And, thinking about what's fair and reasonable, Nationwide should be able to evidence that they credited their customer with the correct amount.

I appreciate that Nationwide have had difficulties providing the technical data we need, not least due to their policies around deleting sensitive data. But I must nonetheless base my decision on the evidence at hand, and make findings where evidence is missing. There's a few ways that the deposit could've potentially gone wrong, and I've not been given sufficient evidence to satisfy me that it was executed correctly. On the other hand, Miss S has provided clear, plausible, and consistent testimony about the amount deposited, and I've found no good reason to disbelieve her there.

So based on the evidence I have so far, I'm not sufficiently satisfied that this deposit was correctly executed, and so I currently think the alleged difference should be reimbursed.

I understand Miss S also feels strongly that Nationwide are lying about the finer details of what happened in the branch, such as about whether a counter was free and when she was given a receipt.

I must explain that I'm not here to judge who's a liar or not. I'm here to look at what's fair based on the balance of evidence under the relevant rules. For example, my conclusions about the cash deposit above were not that I'd found Nationwide to be lying – but simply that they'd failed to meet certain evidence requirements and so should reimburse Miss S under the relevant rules.

Further: I was not in the branch; CCTV footage is only kept for a short time, so it's much too late for me to be able to view it now; and both sides have provided clear and plausible testimony about what happened in the branch. So in any case, I don't have any reasonable basis on which to conclude that one side or the other was definitely lying. Miss S suggested that because she was neurodivergent, her account must be true and accurate. But neurodivergent people are still capable of – for example – misremembering things or making mistakes. So I cannot fairly or reasonably assume she's correct on that basis.

And I'm afraid that many of these finer details are simply not relevant to my assessment of the case. For example, whether a cashier was free or not, the staff were allowed to direct customers to the deposit machine. It also makes no difference to the outcome of the case whether the receipt was produced at the point of the machine or counter transaction, since either way it came after the point where Miss S says some of her cash got lost, so that receipt doesn't tell me anything new. Nor does it make a difference whether the cashier paid in the £250 before or after Miss S physically left the branch – either way, that part was successfully paid in and no loss was suffered there.

So, to summarise: I'm not here to judge who's a liar or not, I don't have a reasonable basis on which to conclude anyone is lying, and I find that much of the details in dispute are not material to the outcome. Further, even if I were to somehow conclude that Nationwide had lied, we're not here to issue fines or to punish businesses. When a business gets things wrong, our awards are based on the impact of the error on the complainant.

So let's think about the likely impact of all this. I'll start with the financial impact. Here, I've found that Nationwide haven't sufficiently shown that the deposit was executed properly, and so we should treat it as if something went wrong. The financial impact of that would be that Miss S was left without her £50. To put that right, the fair thing is for Nationwide to reimburse that £50, and add simple interest to compensate Miss S for the time she was without that money. That simple interest is the same mechanism the courts use in similar situations.

I'll now turn to the non-financial impact – i.e. the distress and inconvenience caused. It seems that the alleged loss of the £50 caused Miss S some stress and frustration, beyond what one might expect from day-to-day life. It sounds like Miss S may also have faced some lacking customer service – for example, it seems she was given some conflicting information and had to chase the matter up, which would've added to that stress and frustration.

In terms of putting that right, I do understand why Miss S would like an apology. The problem is that if I were to make Nationwide apologise, it would seem forced rather than genuine – they would just be saying sorry because I told them to. Instead, I'd usually look to award compensation, to acknowledge what went wrong and the impact it had. When it comes to compensation, I must again note that our awards are not there to punish businesses for getting things wrong. Taking into account the likely impact of what likely went wrong, alongside our guidelines for compensation, I currently think that Nationwide should pay Miss S £75 for the trouble and upset caused.

I'll talk about the responses to the provisional decision below.

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.

Miss S accepted the provisional decision.

Nationwide objected, saying: they didn't understand what evidence was missing; the branch manager said the machine balanced; there's no hard evidence the staff followed the wrong process; and they felt this would set a negative precedent.

I'm disappointed in Nationwide's response. As explained in the provisional decision: under the relevant rules, it's for Nationwide to show that the transaction was correctly executed, and that it was not affected by e.g. a technical breakdown. And, thinking about what's fair and reasonable, Nationwide should be able to evidence that they credited their customer with the correct amount. The onus is on Nationwide to evidence that the transaction went right. They can't simply withhold evidence, then argue we don't have evidence that the transaction went wrong.

We made clear and repeated requests for technical evidence from Nationwide, so they knew what we needed. This included, for example, the journal roll or audit trail from the machine, documentary balancing evidence, purge bin information, and so on. Nationwide should be used to this sort of request. But Nationwide either didn't reply to these requests or said the evidence in question had been deleted. We can't simply take the branch manager's word for it that everything was fine when there's a plausible allegation of something going wrong, when the rules place the onus on Nationwide to show that the transaction was executed correctly, and when there's hard evidence which Nationwide should've been able to provide but didn't. Our rules also allow us to draw negative inferences when a party fails to provide the evidence we require. I've done that here.

Other than that, neither side sent me any new evidence. So based on the evidence and the relevant rules, I can only fairly conclude that Nationwide have failed to show that the transaction was correctly executed. And Miss S has made a clear, plausible, and consistent claim that they credited her with £50 too little. So having reconsidered the case, I've come to the same conclusion as before, and for the same reasons as set out in my provisional decision above.

As Nationwide should know by now, our decisions are made on each case's individual merits. I've explained why this case should be upheld, taking into account its individual circumstances, the evidence at hand, the relevant rules, and what's fair and reasonable in this particular situation.

Putting things right

I direct Nationwide Building Society to:

- reimburse Miss S £50 for the disputed cash discrepancy.
- pay simple interest to Miss S on that £50, at the rate of 8% simple a year, payable from the date of the attempted deposit until the date of settlement. This is to compensate Miss S for the time she didn't have her money.

If Nationwide considers that they're required by HM Revenue & Customs (HMRC) to deduct tax from that simple interest, they should tell Miss S how much tax they've taken off. They should also give Miss S a tax deduction certificate if she asks for one. Miss S may be able to reclaim the tax from HMRC if she doesn't normally pay tax.

- pay Miss S £75 compensation for the trouble and upset caused.

My final decision

I uphold Miss S's complaint and direct Nationwide Building Society to put things right by doing what I've said above.

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

If Miss S accepts the final decision, Nationwide Building Society must carry out the redress within 28 days of the date our service notifies them of the acceptance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 12 May 2025.

Adam Charles
Ombudsman