

The complaint

Mr A complains about losses he says he suffered as a result of errors made by Santander UK Plc when it processed a cash deposit in branch.

What happened

The circumstances surrounding this complaint are well known to both parties, so I've summarised what I consider to be the key points.

Mr A tried to deposit £700 into his account at his local Santander branch on 24 October 2024, using an automated teller machine (ATM). The ATM took his money, but didn't credit his account. He notified staff in the branch and told them that it was urgent the money should credit his account, as he needed to make a payment. He told staff the money was needed as part of a time-sensitive property transaction and the consequences of not being able to make that payment were significant for him.

The bank staff advised Mr A that, due to security protocols, the machine could only be emptied after the branch closed, and if the money was found at that time, they would try to credit it to his account that day. However, the money was not recovered and credited to Mr A's account until the following day.

As a result, Mr A says a property transaction, which was due to complete that day, couldn't go ahead and caused him significant losses and potential lost profits.

The property in question was being bought by a company owned by his relatives. He says he had previously invested £22,000 into this property purchase, by lending it to his relatives' company. He says this amount was lost due to the purchase not completing. He says he was due a one-third share of the profits that would be made when the property was renovated and sold. Mr A says the property's resale value, was expected to be between £270,000 and £300,000. He also wants Santander to pay him for certain fees, including: auction fees, legal fees and bridging fees.

Santander says there was a daily deposit limit of £2,000 for the ATM and Mr A had made another deposit for £1,800 a short time earlier that day. So it says the £700 deposit was correctly declined, but that the ATM should have returned Mr A's money. Santander paid Mr A £50 in compensation on 6 November 2024 because the ATM hadn't returned the funds. But it said the branch staff acted correctly and couldn't have resolved the issue any quicker. It didn't consider it was responsible for Mr A's additional losses, and it didn't consider Mr A had provided any evidence to support his claimed loss, despite Santander requesting it.

Our investigator asked Mr A for further evidence of the agreements between him and his relatives' company, to support his complaint and demonstrate his losses. Mr A requested further time to provide the requested information, but didn't provide anything further.

The investigator sent both parties his view of Mr A's complaint on 31 March 2025, but he didn't uphold the complaint. He thought Santander's response was reasonable and he hadn't

seen enough evidence to persuade him that Mr A had suffered a loss, what that loss was or that Santander was responsible for it.

Mr A didn't agree with the investigator's finding and asked for an ombudsman to review his complaint. He was invited to provide further information, but he has not done so.

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.

Having considered all the available evidence, I'm not upholding Mr A's complaint.

Mr A has claimed significant financial losses. I consider it is reasonable to expect Mr A to be able to provide sufficient evidence to demonstrate not just that he suffered those losses, but that they were caused by a mistake on Santander's part. I've carefully considered the evidence that has been provided and I agree with the investigator that it is not sufficient to show that Mr A has suffered the losses he has claimed or that Santander is responsible for those losses. I am satisfied Mr A has been given sufficient opportunity to provide evidence to support his complaint.

Mr A has given us a copy of a Notice to Complete which says that completion was due to take place on 17 October 2024. The notice says completion didn't take place and it gave the buyer five working days to complete, which would have been 24 October 2024.

It isn't at all clear from the evidence that any failure to complete the property purchase was due to the £700 deposit not being credited to Mr A's account on 24 October 2024. The property purchase had already failed to complete when it was supposed to, on 17 October 2024. Additional costs were being charged for the failure to complete, at the rate of £250 per day and an additional fee had been charged. The notice gave the buyer five working days from the date of the notice (exclusive of the day on which it was given) in which to pay the full balance, plus interest and the fee for the notice. So, whilst it appears that a new completion date had been set for 24 October 2024, it appears the buyer was having difficulty paying the balance it owed on 17 October 2024, and I've seen little evidence to suggest it was in a position to complete the purchase on 24 October 2024.

I have been provided with a copy of a solicitor's invoice dated 25 October 2024, addressed to Mr A's relatives' company. This invoice refers to charges in relation to an abortive loan for the property purchase, so it seems this might have had a bearing on the sale not completing. Overall, there is insufficient evidence that it was the lack of £700 that caused the property purchase to fail.

There is also little or no evidence to support Mr A's comments about his involvement with his relatives' company, or the terms on which he might have provided money to it, whether any money can be recovered from it and what his losses are.

In any event, I would also add that at the time the deposit was attempted, I don't find the consequential losses Mr A has claimed were of a kind reasonably foreseeable to Santander. It might reasonably be anticipated that delay in processing a credit, or delay in returning a customer's money, might cause a missed payment or other such losses. I'm not persuaded it would be reasonable to hold Santander responsible for losses due to a failed commercial property transaction between two businesses, unconnected to Mr A.

Overall, there is simply not enough evidence to support Mr A's complaint or which shows, on balance, that any mistake on Santander's part has caused him to suffer the losses he's claimed for.

My final decision

I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 June 2025.

Greg Barham
Ombudsman