

## **The complaint**

Mr H has complained about the way Santander UK Plc handled a branch transaction.

## **What happened**

To summarise: in summer 2024, Mr H went into a Santander branch with his wife to pay his credit card bill. A £2,000 cash withdrawal was debited from Mr H's Santander current account, and a £2,000 cash deposit was credited to Mr H's credit card account. Mr H and Santander disagree about what happened in the branch.

Mr H says he never authorised the £2,000 withdrawal from his Santander current account. He explained he gave over a plastic sleeve containing £2,800 in cash which he'd withdrawn from other accounts. He says £2,000 of that went towards his credit card, and he was given the sleeve back with £800 remaining in it. That would mean he'd been charged £2,000 twice over for the credit card deposit – once from the cash he brought in and once from the disputed withdrawal – and therefore he'd be missing £2,000.

Santander say two senior staff reviewed the camera footage at the time, and while Mr H initially did hand over some cash, he then took the same cash back. They say that instead of using the cash he brought in, Mr H paid his credit card by authorising a cash withdrawal to come out of his Santander account and be deposited to his credit card.

Mr H came to our service. Santander tried various ways to get the camera footage to us, but technical problems meant it couldn't be played. Our Investigator looked into the matter independently based on the evidence we did have, and didn't uphold the complaint. Mr H asked for an ombudsman's decision, so the complaint's 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 explain first that my decision is based on an impartial review of the evidence at hand. My decision is not a judgement of anyone's character. Nor is it based on simply taking either side's word over the other. So I've not just taken Santander's word for what happened, but nor have I just taken Mr H's word for it. Mr H has given us plausible testimony, but so have Santander. So I've looked at the balance of all the evidence I have to assess what's most likely to have happened.

I understand it's frustrating that the CCTV footage was not playable. But Santander did make quite the effort to get us working footage – it was by no means withheld from us. And neither our IT services nor Santander's IT services were able to get it working. There appears to be an issue with the software involved, which is run by a third-party company and is not related to our service or Santander. Unfortunately, technical issues can happen sometimes.

I will also point out that it's not in dispute that Mr H entered his card and PIN to authorise these transactions – so the footage would've most likely not shown anything new there. Nor is it in dispute that Mr H gave the teller some cash in a plastic sleeve and was given the sleeve of cash back – it's just the amount returned that's in dispute there. And, as Mr H pointed out himself, one wouldn't be able to see what exact notes were there from a CCTV camera. So the footage most likely wouldn't conclusively show what exact amounts were given and taken back. And such footage doesn't have sound, so one wouldn't be able to hear what was said. As such, while I appreciate why Mr H wanted us to view it, it's not clear that the footage would've been determinative here anyway. And I'm afraid the fact remains that it's not available, and I need to assess the case based on the evidence I do have.

Turning to the disputed withdrawal: broadly speaking, Santander would be liable to refund it if it were unauthorised, whereas Mr H would be liable for it if it were authorised.

I'm satisfied from the technical data that the withdrawal was properly authenticated using Mr H's genuine card and his correct PIN. Mr H accepts he did so, but suggested he would've just trusted the staff member and entered his card and PIN as instructed regardless of whether he intended to authorise the withdrawal or not. Or he may have thought he was authorising the deposit of the cash he'd brought in. However, the cash withdrawal and the credit card deposit were two separate transactions, which Mr H each authorised minutes apart. And the withdrawal's purpose was specifically noted as being to subsequently pay Mr H's credit card, in line with the intention of his branch visit, which suggests the withdrawal was discussed. So it seems most likely that Mr H would've been made reasonably aware of what he was consenting to for each transaction. Further, giving consent for a payment is a formal concept. Essentially, if a customer uses the agreed form and procedure for making a payment (here, by Mr H entering his card and PIN for the withdrawal) then they've given their consent to make that payment. This applies even if a customer was, for example, not paying attention or was mistaken about what they thought they were doing. So under the relevant rules, the disputed cash withdrawal was authorised, and Santander are not liable to refund it.

Santander could still be liable to refund the authorised cash withdrawal if the cash wasn't credited to Mr H. Here, the withdrawal's recorded purpose was to pay his credit card, which matches Mr H's stated reason for going into branch that day. I can see that his credit card was indeed credited with the same £2,000 amount as the withdrawal. This is reflected on the statements and deposit slip. Notably, the credit card deposit was authorised in the same way as the disputed withdrawal. There's no grounds for Santander to refund it there either.

That leaves the matter of the cash which Mr H brought into the branch. Both sides accept that Mr H initially gave the teller some cash he'd brought in, but then took his sleeve of cash back. The difference is that Santander say they returned the full amount, whereas Mr H says they returned £2,000 less than what he brought in.

If Mr H had effectively paid in an additional £2,000, on top of the £2,000 he withdrew from his current account and deposited to his credit card, then I'd expect there to have been some record of this in the technical data. All attempted transactions are automatically recorded in the electronic records, including attempted but cancelled or failed transactions. But I can't see any record of this additional £2,000 cash deposit. That doesn't fit with the suggestion that £2,000 extra was paid in. It fits better with the possibility that the sleeve of cash was simply handed back to Mr H in full without any formal attempt to deposit the cash inside. It also fits better with the two separate transactions – the current account withdrawal followed by the credit card deposit. If Santander had taken in the cash that Mr H initially handed them, there would've been no need to process a current account withdrawal first.

Similarly, if an extra £2,000 had been handed over but not credited to Mr H's accounts, then I'd expect there to have been an extra £2,000 or so of cash left unaccounted for. But when the till balance was checked at the end of the day, it matched up to the expected amount of cash from the vault. The staff found no cash discrepancies, and there were no other errors or unaccounted-for transfers in the record. Instead, everything looks in line with what would've happened if the cash Mr H brought in was handed back to him in full, and he instead transferred cash from his Santander current account to his credit card.

When senior staff checked the camera footage at the time, they found the teller didn't leave their seat or put away any cash. Mr H hasn't raised any suspicions about the teller, and there's nothing in his testimony which suggests to me that the teller could or would have taken the money. Nor does it seem likely or plausible that they could have got away with the cash given that their activity was recorded in many different ways and checked by a mixture of senior staff, Santander's complaints department, and then our service. And I've found absolutely no hard evidence which shows or reasonably substantiates any wrongdoing on the teller's part, so I have no reasonable basis on which to accuse the teller of such a serious crime. So I can't fairly conclude that the teller simply took the money either.

Mr H pointed out that he did withdraw money from accounts at a different bank on the same day as the Santander branch interaction. And I do see the significance of this. It's not clear what time those were, but I've given Mr H the benefit of the doubt that it was before he went to the Santander branch rather than after. But even then, those withdrawals only came to £1,300. Even if I add in his withdrawal from the week before and accept he took all that cash in and didn't use it for anything else, it's still some ways off the stated £2,800. There's many things that could've been done with the cash, and I can see Mr H made other withdrawals from those accounts which he didn't then pay into Santander, so I can't be certain that any given withdrawal was intended to be deposited to Santander. It's also not in dispute that the sleeve of cash Mr H brought in was handed back to him rather than left with Santander, albeit there's the dispute over how much was inside it, as I talked about above. But notably, shortly before this branch incident, Mrs H transferred £2,000 into Mr H's Santander current account. This was a one-off payment made manually – it wasn't a regular standing order or direct debit. The other payments made in or out around that time were regular scheduled payments. The only two unscheduled payments were Mrs H's £2,000 credit in, and Mr H's £2,000 cash transfer to his credit card shortly afterwards. That irregular £2,000 credit didn't cover any other irregular outgoing, nor anything else of similar value. So while I accept that Mr H had withdrawn some cash from his other accounts, it looks more likely that he funded his credit card deposit using the £2,000 Mrs H transferred him, rather than the cash he'd withdrawn elsewhere. That also fits better with the other evidence I went through above.

Mr H pointed out he didn't normally withdraw cash from his Santander current account. But while I can see that's true, I also see he didn't normally pay his credit card by cash deposit. So even going by his stated intention, Mr H was making a transaction that wasn't usual for him anyway. As such, I'm afraid I don't find this point to be substantive.

Mr H said that when the branch staff watched the camera footage, they told him that no cash was handed over; whereas Santander said in writing that he handed over cash but it was handed back to him. I can appreciate why Mr H would feel puzzled if that's the case. I wasn't there, so I can't know what was said for certain. I must be conscious of the ease with which conversations can be misunderstood or misremembered, especially in a stressful situation. I must say this does sound to me like it was most likely a miscommunication – for example, the staff may have misspoke. Santander are ultimately saying that no cash was given to them in the end – i.e. no cash was left with them to deposit. Because they gave back the sleeve of cash to Mr H, which they say was left with the full amount in it. Again, I'm afraid I don't find this point to be determinative. I can't fairly or reasonably hold Santander liable for an alleged £2,000 loss based on one side's recollection of a conversation I have no record of, when the discrepancy sounds like a miscommunication and the other evidence points to there being no £2,000 missing on Santander's part.

Similarly, I don't know why Mr H doesn't have a withdrawal slip with him. It may be that he wasn't given one since the withdrawal went straight to his credit card rather than being handed to him in physical cash, or perhaps he didn't take one for similar or other reasons, or perhaps he misplaced it, and so on. There's many likely and plausible reasons he wouldn't have it which don't necessitate any wrongdoing on Santander's part. So again, I'm afraid I don't find this point to be substantive.

In summary, the evidence substantiates that Mr H authorised the disputed £2,000 withdrawal, and it was successfully paid to his credit card as intended. Both sides accept that the sleeve of cash Mr H brought in was returned to him, and there's no evidence which reasonably substantiates that £2,000 of that was taken or misplaced in error. The teller's activity was checked in multiple ways by multiple parties, there's no evidence of such an amount of cash going unaccounted for, and instead the evidence states that the till balanced. And while I appreciate Mr H had plausible reasons to think he paid his credit card using the cash he'd brought in, there are at least equally plausible reasons to think he was given that cash back and instead paid the deposit using the current account withdrawal.

As such, I can't fairly conclude that Santander owes Mr H £2,000. I find it's more likely that Mr H is mistaken. And I can see how such an honest mistake could've happened. For example, it could've understandably been confusing having various withdrawals and deposits happening across multiple accounts, having one's sleeve of cash handed back and forth, and having a cash withdrawal paid directly to one's credit card without being handed the physical cash. Such an honest mistake would fit better with the evidence at hand.

I appreciate this is not the outcome Mr H 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 H's complaint in this particular 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 H to accept or reject my decision before 16 September 2025.

Adam Charles

**Ombudsman**