DRN-5693830

## The complaint

Mr P complains that Lloyds Bank PLC held him liable for two failed cash withdrawals.

## What happened

On 20 November 2024, Mr G says he tried to withdraw £400 from an Automated Teller Machine (ATM) but no cash was dispensed, and his card was retained in the machine. He says he went into a Lloyds branch and a member of staff helped him to retrieve his card.

Lloyds issued a refund for the £400 whilst it investigated Mr G's ATM dispute claim.

On 20 December 2024, Mr G says he tried to withdraw another amount of £400, using the same ATM. But once again, he says no cash was dispensed.

Mr G tried to dispute this transaction with Lloyds as well, but the bank says it had evidence from the initial £400 to show the money was dispensed successfully. So it re-debited the £400 refund it had already made. And it didn't refund the second amount of £400 either.

Mr G raised a complaint. And in response, Lloyds said:

- It had reviewed the details of Mr G's dispute dated 20 November 2024, and the ATM transaction was recorded as successful in its system.
- The ATM was reconciled on 3 December 2024, and it only showed a £20 surplus.
- There were no errors or discrepancies recorded.
- CCTV evidence was not available for the machine Mr G had used.
- It would not be refunding the disputed amount.

Mr G then referred his complaint to our service where it was considered by one of our investigators. She looked into both disputed withdrawals, but from the evidence, she concluded that both withdrawals were likely to have been successful and didn't uphold Mr G's complaint

As no agreement could be reached, the complaint has 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.

Having done so, I realise this will be disappointing news for Mr G, but I've reached the same conclusions as our investigator.

It's not our role to say exactly what happened when both transactions took place, but to decide whether Lloyds can reasonably hold Mr G liable for the £800. In doing so, I'll be considering what is most likely on the balance of probabilities.

The evidence presented by Lloyds indicates that both withdrawals were successful. For the first transaction on 20 November 2024, it shows Mr G's card entering the machine at 11.53am, the £400 withdrawal being processed, and the denomination of notes totalling £400 being correctly dispensed at 11.54am. It then shows, at 11.56am, Mr G's card entering the machine again, followed by a successful balance enquiry. And then, at 11.59am, another person's card entered the machine for a separate transaction.

Mr G says his card was retained in the machine and a member of staff had to help him retrieve it. But, I'm not satisfied his card was retained in the machine like he says, because the evidence shows it was re-entered after the £400 to successfully complete a balance enquiry, with someone else using the machine shortly after that. Also, with an ATM, the card is always presented before the cash, and there is no evidence that this didn't happen for this transaction of Mr G's.

For the second transaction in dispute on 20 December 2024, the evidence shows Mr G's card entering the ATM at 10.25am, the £400 withdrawal being processed, and the denomination of notes totalling £400 being correctly dispensed at 10.26am. Mr G's card then re-entered the machine at 10.27am, and he requested a mini-statement, before his card was presented again successfully.

I've thought very carefully about what Mr G has told us about both transactions. But the evidence I've seen does not support his version of events. I've also considered that the ATM somehow malfunctioned. In such an event, I'd expect there to be some record of this happening. There are a number of different processes being carried out within an ATM and there would likely be some record of a problem if either withdrawal had failed. For example, if the funds had been rejected by the ATM (because they were damaged) they would be sent to the 'purge bin' for later collection when the ATM was opened by the operator. That didn't happen here and nor is there any other evidence indicating a problem with the ATM's operation (at the time of both transactions). There's also no evidence of an external device being responsible for the withdrawals either.

Mr G is adamant that he was helped by a member of staff to retrieve his card from the ATM after one of the withdrawals, and says that supports his position that he didn't receive his requested £400. As above, the evidence doesn't support that this did happen. And Lloyds has said that CCTV of this particular machine wasn't available.

In any event, I don't think that in this complaint, Lloyds had any further reason to seek additional evidence, even if it was available. Because the evidence from the ATM itself shows that both transactions were processed successfully. In this case, the electronic data shows the ATM dispensed the cash on both occasions. So, I think it's more likely than not that the ATM withdrawals were both successful. It follows that it's fair and reasonable for Lloyds to hold Mr G liable for the disputed £800.

**My final decision**

Mt final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 September 2025.

Lorna Wall

**Ombudsman**