

## The complaint

Mr and Mrs D complain Nationwide Building Society won't refund an Automated Teller Machine (ATM) withdrawal, made by Mrs D, which debited their account even though she says she didn't receive the cash.

## What happened

Mrs D made a cash withdrawal on 27 May 2025; she says the cash was not dispensed but Nationwide still debited the joint account she holds with Mr D. So, they complained to Nationwide.

Nationwide responded to say its records showed the cash was dispensed and there were no problems with the ATM. As Mr and Mrs D remained unhappy, they referred the complaint to our service.

An Investigator considered the circumstances. She said, in summary, she didn't think Nationwide had unfairly refused to refund the transaction. She said Nationwide's evidence showed the machine in question balanced on the days of Mrs D's withdrawal.

Mr and Mrs D didn't accept the Investigator's findings. Mr D said further enquiries at the location of the ATM had revealed that it often suffered "delays" in dispensing the cash. So, although Nationwide said there hadn't been a technical issue, there had been.

As Mr and Mrs D didn't agree, 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.

The Payment Services Regulations 2017, section 75 says:

*(1) Where a payment service user—*

*(a) denies having authorised an executed payment transaction; or*

*(b) claims that a payment transaction has not been correctly executed,*

*it is for the payment service provider to prove that the payment transaction was authenticated, accurately recorded, entered in the payment service provider's accounts and not affected by a technical breakdown or some other deficiency in the service provided by the payment service provider.*

So, in the circumstances of Mr and Mrs D's complaint, it's for Nationwide to show the cash withdrawal they are disputing was completed correctly.

Mrs D made her withdrawal on 27 May 2025 at 9.36am. There appears to be no dispute between the parties that Mrs D's withdrawal was authenticated.

Nationwide has provided the electronic records from the ATM in question, showing Mrs D's transaction taking place. This shows Mrs D's cash was dispensed correctly. This evidence also shows other customers using the same cash machine shortly before and after Mrs D, with no issues.

Nationwide has also provided evidence which showed the ATM balanced when it was checked a few days after Mrs D's withdrawal. If the cash had not been dispensed correctly, I would expect a corresponding discrepancy in this record, and there isn't one.

Mr and Mrs D say they don't dispute that the cash was dispensed. But, based on what they've now been told, they say there was a technical issue with the machine which meant the cash was delayed in being dispensed and so this meant Mrs D walked away from the machine and the money was likely picked up by someone else.

The evidence shows that a successful withdrawal was made by another customer at 9.38am on 27 May 2025, just two minutes after Mrs D's transaction. So, even if the cash didn't dispense instantly, it must have dispensed within two minutes at most. I accept that Mrs D didn't, ultimately, get the money because seemingly she had left the machine before the cash dispensed. But I don't think Nationwide is responsible for refunding her in these circumstances.

I'm also aware that Mr and Mrs D are unhappy the same thing happened on 9 May 2025, when Mrs D made another cash withdrawal of £30 from the same ATM which she says wasn't dispensed. Again, Nationwide's provided evidence that the cash was dispensed correctly and the machine balanced when it was checked a few days after the transaction had taken place.

Mr and Mrs D say had Nationwide replied to the dispute about this claim sooner, they wouldn't have used the same ATM on 27 May 2025. I can see Nationwide wrote to Mr and Mrs D in a letter dated 29 May 2025 to say it was declining the claim for the 9 May transaction. So, I don't agree that this was a significant delay in responding to them. And I know Mr and Mrs D were also unhappy Nationwide didn't make further enquiries with the store where the ATM was located, but I don't think that was necessary in the circumstances.

Overall, I'm satisfied Nationwide have provided the appropriate evidence to show the cash was properly dispensed in both transactions Mrs D made. This means, even though Mrs D may not have received the money, Nationwide isn't obliged to refund it in these circumstances.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 6 January 2026.

Eleanor Rippengale  
**Ombudsman**