

complaint

Mr A said that a cash machine only dispensed £10 instead of the £230 he'd asked for. He complained because Vanquis Bank Limited said the machine had dispensed the right amount, and wouldn't refund him the balance.

background

At around 3pm on 2 November 2018, Mr A used his Vanquis credit card at a cash machine. He requested £230.

On 5 November, Mr A rang Vanquis. He said the machine had only given him £10, not the £230 he'd asked for. Vanquis referred it to its security team and contacted the machine provider. In its final response, Vanquis told Mr A that it had seen evidence that £230 cash had been withdrawn from the machine. It refused to refund Mr A for the £220 he'd said he didn't get.

Mr A wasn't satisfied and complained to this service.

Mr A told the investigator that he'd gone to the shopping centre to do some shopping, and that when the machine only gave him £10, he'd phoned Vanquis straightaway. He said his brother was with him and had been able to lend him some money. Mr A later said the reason he'd gone to the shopping centre was to get his phone repaired, and he'd wanted £230 just to have some cash with him. He said he'd asked Vanquis to get a copy of CCTV, but the bank had told him there wasn't a camera pointing at the machine.

The investigator obtained details about the machine from the machine provider. The record showed:

- at 15:02:10 a transaction was started at the machine;
- at 15:02:19 the correct PIN was entered;
- at 15:02:31 £230 was requested;
- at 15:03:01 the card was taken;
- at 15:03:05 £230 was dispensed.

The investigator didn't think Mr A's version of events was plausible. She noted that Mr A hadn't phoned Vanquis straightaway but had waited three days until 5 November. And she said that as using a credit card to withdraw cash involved charges, she'd have expected Mr A to have had a more specific reason for withdrawing the cash..

She felt Mr A hadn't given a consistent version of what had happened, or why he'd gone to the shopping centre. Nor had he provided evidence to back up what he'd said about borrowing cash from his brother – such as a withdrawal by his brother from an account.

So the investigator said that, as there was no evidence of a fault with the machine, and Mr A hadn't been consistent about what happened, she didn't uphold his complaint for the disputed £220 to be refunded.

Mr A wasn't satisfied. He said he had phoned Vanquis straightaway, and it had told him to wait as the money might come back into his account after a couple of days. He said Vanquis had credited back the disputed £220 and then taken it back again. He said that it was his choice whether to take cash out on a credit card, and had nothing to do with the investigator,

whose concern was the machine dispute, not what he'd spent it on. Mr A also said that the withdrawal had been on a Friday, and Vanquis had closed early, and that as it was the weekend he'd been told to ring back on Monday 5th because the correct department was closed. Mr A also said he could provide the details of someone who'd been around when the machine didn't dispense the full amount.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

First, I accept that Mr A was entitled to take cash out on his credit card if he wanted to. I also don't consider it's relevant what he intended to do with the money. There's no dispute that the amount he requested from the machine was £230. So it makes no difference to my decision that Mr A gave different versions of his plans for the cash.

What is relevant is the computerised record from the machine supplier about what was actually dispensed. I've set out part of those records in the background section above. These showed that £230 was dispensed. We asked the machine supplier for more information, and it told us that, for Mr A's transaction, the machine dispensed one £10 note and eleven £20 notes – a total of £230. The machine supplier also said that the machine's maintenance log showed no issues on the computer. Nor had they had any inbound calls about any problems with the machine. And during the period in which Mr A's transaction fell, there was no record of the machine having £220 more than it should have done.

This is the key information which I've taken into account in reaching my decision. I have also borne in mind that there's no record of Mr A ringing Vanquis immediately after the transaction at around 3pm on a Friday, as he says he did. £220 is a significant amount of money and I consider most people would ring up straightaway if that happened.

Banks keep computerised logs of customer contact, and Mr A's record shows no sign of him ringing about this issue before 16:13 on Monday 5 November. Mr A has said Vanquis closed early on a Friday. That's not in line with Vanquis's published opening hours, and I consider it's unlikely the bank's phone lines would have been closed at 3pm on a Friday. When Mr A reported the problem doesn't change what actually happened at the machine, of course. But I consider not reporting it for three days makes it less likely that the machine did in fact give him £220 too little.

I note that in response to the investigator's view, Mr A has offered contact details for someone he said was around at the time of the withdrawal. This is the first time Mr A has offered this, which is surprising. And I consider it's unlikely that this would outweigh the technical evidence, some months after the transaction.

Taking these factors into account, and based on the evidence, I don't uphold Mr A's complaint and I don't require Vanquis to refund the £220 which he says he didn't receive from the machine.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 November 2019.

Belinda Knight
ombudsman