

Incorrect cash deposit at a machine

Topic: **Account / savings book** Case number: **2020/01**

The client told the Ombudsman that he had paid EUR 750 into his newly opened euro account in notes of 1x EUR 500, 1x EUR 100 and 3x EUR 50 at an ATM of the bank. He then paid CHF 732 into his Swiss franc account. For this purpose, he used again a EUR 500 note, which was converted by the machine into CHF 532, as well as two CHF 100 notes. In his submission to the Ombudsman, he provided machine receipts for these transactions. A few days after the transaction, the bank cancelled the amount of CHF 532 on his Swiss franc account, claiming that he had only entered one note for EUR 500 into the machine, which had erroneously counted it twice. The client did not agree with this and turned to the Ombudsman after failing to find a solution with the bank. The Ombudsman was unable to solve the problem of evidence in the ombudsman procedure and closed the case with a notice to the customer.

In this case, the Ombudsman was confronted with a diametrically contradictory statement of facts by the parties. As the receipts submitted by the client are in principle documents of proof, he contacted the bank and asked for an explanation as to why it considered itself entitled to cancel the deposit made by the client according to the unequivocal receipt submitted by him.

The bank explained that the client had opened a new euro account and was then accompanied to the machine by an employee. The employee had seen that the client had only entered one EUR 500 note into the machine and had only used Swiss franc notes for the second deposit. This was also evident from the camera pictures, which showed that the notes used for the first deposit had different shades of grey than the notes used for the second deposit. Because the employee was surprised by the additional credit to the Swiss franc account, the machine was immediately taken out of operation. The machine had only contained the euro notes that the customer had used for the deposit on his euro account. A reconciliation of the total cash on hand with the vending machine's log file had shown a difference which corresponded exactly to the second EUR 500 note allegedly used by the customer.

The bank further explained that the machine had been equipped with new software the day before, which had turned out to be faulty. The error had been the reason why the EUR 500 note had been counted twice by mistake. Several machines were affected by this error, which was immediately corrected. The bank supported its statement with a technical report from the vending machine manufacturer on the incident. The bank was therefore only prepared to give the customer a gift card for CHF 50 for the unfortunate circumstances. It was not prepared to make any further concessions.

In his function as a neutral mediator, the ombudsman must not question the credibility of the parties and therefore does not conduct any evidentiary proceedings to bindingly clarify facts that are presented differently. If the parties adhere to their diverging representations of the facts, it must therefore remain open in the ombudsman proceedings which one corresponds to the truth. In a final note to the client, the Ombudsman stated that the receipts submitted by the client constituted documentary evidence of his statements. The bank is free to provide evidence to the contrary. It supported its contrary representation of the facts with statements by an employee, camera footage and the technical report from the manufacturer of the vending machine. Based on this, the bank was only prepared to make a gesture, but not to make the concession expected by the customer. The

Ombudsman therefore concluded the mediation procedure without a result.