

The complaint

Mr P complains about receipt of cheque books on his account with Santander UK Plc (Santander).

What happened

Mr P has an account with Santander. In September 2021, he found out he had one cheque left in his chequebook. He visited his branch of Santander to order a new one. But he ended up with four chequebooks. Santander then stopped three of the chequebooks as a precaution, leaving him with one. One cheque for £553.95 was stopped – this was payable to his credit card account.

Mr P complained. He said he had visited the branch of Santander at the beginning of September 2021 - to ask for a replacement chequebook. This was ordered but didn't arrive. He visited the branch again and another one was ordered. On a further visit, Santander told him he already had more than 60 cheques still in his possession – in three chequebooks. He ended up with four chequebooks.

He asked Santander what was going on – as he wanted to know which chequebook was good to use, or not. He had been given conflicting messages by the branch – one member of staff said one cheque had been stopped and another said a whole chequebook had been stopped. Because the stopped cheque was payable to his credit card, he had to make the payment to it using a different account with another bank.

Because of the confusion, he said he couldn't trust Santander not to bounce any of his cheques. He found this stressful – as he was finding it difficult to manage his financial affairs as a result. He formally complained to Santander on 27 September 2021 but didn't get a response.

Santander didn't send a final response as they sent their information to us to assess. Thus included:

- A branch testimony from the staff involved. These said that when Mr P visited the branch, he was told he had more than 60 cheques in his possession. Because Mr P said he didn't have those cheques, they took the precaution of cancelling those chequebooks and ordered him a new one. They said this was explained to Mr P at the time. They said they had offered to pay Mr P's bills online in the branch while he was there, but he declined.
- Santander's records show that Mr P had three chequebooks in his possession, which had been sent on 16 July 2021, 8 September 2021, and 23 September 2021. These were considered to be defunct and unused. Santander told us it was those that had been stopped as a precaution. A fourth chequebook was issued on 24 September 2021 and this was good to be used.

Mr P brought his complaint to us. Our investigator upheld Mr P's complaint. He said Mr P had experienced delays in receiving chequebooks since September 2021 and confusion

about which ones were valid. Mr P had written to Santander several times and hadn't had a response. Santander had finally told us (in November 2022) which cheque book could be used. He said that it had taken since September 2021 to get an answer – which was too long. He said Mr P should be awarded compensation of £300.

Mr P didn't agree. He said the compensation should be £3,000. He asked that an ombudsman look at his complaint.

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 can see that this was a frustrating experience for Mr P. During September 2021, he visited the branch of Santander several times and wrote to both the branch and Santander's head office to try to get his situation resolved. I can see from Santander's records that by the end of September 2021 he did indeed have four chequebooks in his possession, of which three were deemed by Santander to be 'dormant'. It isn't clear how this came to be – it appears that it was because several chequebooks were ordered for Mr P when he advised that they hadn't arrived. Because of the number of chequebooks in his possession – it was reasonable for Santander to cancel these, and that would be normal practice. I say that as unused cheques can fall into the hands of fraudsters – and therefore it is a security risk to both Mr P and Santander.

Mr P says he was given mixed messages by the staff at the branch – he said one person said one cheque had been stopped, and another said a whole chequebook had been stopped. Of course, it's not possible for me to say exactly what was said – as I wasn't there. But equally, the staff testimony was that they told Mr P that the three chequebooks were to be cancelled – and not just one cheque as he has said. And as this would be the normal practice, I'm persuaded that they did so advise him. And - they offered to help Mr P pay his bills online, but he didn't want to do that. And that was a reasonable offer for the branch to make.

But – on the other hand, what is clear is that Mr P asked for information from the branch about what had happened, and it wasn't clearly spelt out to him what that was. And he wrote to the branch and formally complained to Santander – and didn't get any reply. It seems to me that it would've been reasonable (and quite straightforward) for Santander to confirm to Mr P which chequebooks had been cancelled (by reference to the cheque numbers) and which chequebook was 'live' and could be used. We wrote to Mr P on 10 November 2022 to advise him which chequebook was useable.

Mr P has said he was inconvenienced – as he had to make the payment to his credit card from an account with another bank. And he has found it difficult to manage his finances given the uncertainty about which chequebook could be used. I understand that - but equally, I don't think that using another account to make a payment to his credit card was particularly inconvenient – as he said he walked across the road to his other bank to do that. And he could use his other bank to pay bills. And while he has said he doesn't use online banking; it was available to him to pay bills and manage his finances – as was telephone banking.

But on balance, I agree with our investigator that Mr P suffered a degree of inconvenience which was avoidable if Santander had given him the information much earlier. Mr P has said he wants compensation of £3,000, but I don't think that's appropriate. Our service has set out some criteria which guides the right amount of compensation to pay. My assessment is that this was a simple but avoidable error, which led to some inconvenience to Mr P over a

long period of time – but on balance it didn't lead to significant, larger problems which involved a much higher level of distress or financial loss. If it had, then a higher amount of compensation would be warranted. But as it was, I agree that an award of compensation of £300 is appropriate here..

My final decision

I uphold this complaint. Santander UK Plc must:

- Pay compensation of £300 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 May 2023.

Martin Lord
Ombudsman