

## The complaint

Mrs O complains that Santander UK Plc didn't cancel a cheque it sent to her with the closing balances from her savings and current account, after she asked it to. Mrs O believes that the cheque for the savings balance has been intercepted and she has now lost out on the funds that were in this account.

## What happened

I issued my provisional decision on this case because it was my intention to come to a different outcome to the Investigator and I wanted to give both parties the chance to respond before coming to my final decision.

I have copied my provisional decision below, which also forms part of this final decision:

*"In March 2020, unbeknown to Mrs O, Santander closed both her savings account and her current account. She says she only realised this in April 2020 when she tried accessing her online account. At this point, Mrs O called Santander to ask where her funds were and she was told that a cheque had been sent to her address in Nigeria.*

*Mrs O was very unhappy about this, because at the time, she was stuck in Nigeria due to the pandemic and she had concerns as to whether the cheque would arrive at her address in Nigeria. Mrs O says she asked for the cheque to be cancelled because she wouldn't be able to deposit it in Nigeria and she didn't have another bank account where she could deposit the cheque. Mrs O says she told Santander that she would visit branch once lockdown restrictions had ended to collect her money.*

*Mrs O made a trip back to the UK in August 2021 to retrieve her funds. Mrs O says she was told that the funds had been transferred to a Santander back-office account – and that Santander would be in touch with her once the funds were available for collection.*

*Mrs O says Santander contacted her around a week later to come to branch to collect her money, but only the money from her current account was available – which was around £49.16. The money from her savings account, which totalled £4,246.66, hadn't been released.*

*Mrs O wasn't able to visit the branch again until February 2022, due to lockdown restrictions. She says the branch manager told her that the cheque had been sent to Nigeria in March 2020 and had been paid into a bank in the UK in September 2020. Mrs O says she wasn't in the UK at the time the cheque was cashed, nor did she deposit the cheque into any other account – as she didn't have one.*

*Mrs O says she told Santander that it appeared someone had intercepted the cheque and that fraud had occurred. She was unhappy that the cheque wasn't cancelled as she requested. Mrs O says she didn't hear anything back from Santander until April 2022, after she had made numerous attempts to contact it.*

*Mrs O then says she received correspondence from Santander in April 2022, to let her know*

*that the cheque had been banked on 8 September 2020, with another bank, I'll refer to as "F". Santander suggested that Mrs O contact F herself.*

*Mrs O says this situation has caused her financial hardship, emotional and mental stress. And to put things right, she'd like Santander to compensate her for the money she has lost out from the cheque, compensate her two years' worth of interest on top of this. She also wants Santander to compensate her for the inconvenience, emotional and mental stress the situation has caused her – as well as reimbursement of the costs of the travel tickets where she's had to travel back to the UK to resolve the matter.*

*Santander responded to Mrs O's complaint to say that it had followed its correct process and sent the savings account balance by cheque to Mrs O's Nigerian address – which is the address it held on its systems for her – once the account had been closed in March 2020. It explained it could see the cheque had been cashed with F in September 2020, and Mrs O should contact F to find out more because it couldn't provide more details. So, it didn't uphold Mrs O's complaint.*

*Unhappy with Santander's response, Mrs O came to this service. The Investigator also looked into Mrs O's complaint, but they didn't think it should be upheld. They didn't think Santander had done anything wrong when it sent the cheque by post. They also found that the cheque had been cashed into an account in a similar name to Mrs O's.*

*Mrs O didn't agree with the Investigator and maintained that she'd never received the cheque with the closing balance from the savings account. And that she didn't cash the cheque into an account. Mrs O pointed out an inconsistency in the name of the account where the cheque had been cashed. Because Mrs O didn't agree, the case was passed to me to decide.*

#### *What I've provisionally 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 considered all of the available evidence, it is my intention to uphold this complaint. Santander has sent me a copy of a call recording from April 2020. During this call, Mrs O expresses her concerns over the cheques being sent to her address in Nigeria. She explains that she hadn't received the cheques, and that she might not receive them, given that it was being posted from the UK to Nigeria in a pandemic. Mrs O added that even if she did receive the cheques, she wouldn't be able to cash them because she doesn't have an account to pay them into. During the call, Mrs O requests that the cheques are cancelled on many occasions and asked that Santander hold onto her money until she is able to return to the UK. Or that the cheque be reissued to her UK address.*

*The agent explains that he couldn't promise the cheques would be cancelled or that a team would ring her back. Mrs O makes it clear that she wants her money to be safe, the cheques cancelled, and a note made of the conversation on file.*

*Santander has shown me a copy of the letter it says it sent to Mrs O with the cheques attached. This was dated 4 March 2020. By the time Mrs O spoke to Santander, it was 2 April 2020 – almost one month after the cheques had been sent. I would have expected Santander to cancel the cheques at this point – Mrs O hadn't received them after a month, she'd expressed concerns with them arriving to her, and she'd specifically requested for them to be cancelled on multiple occasions.*

*During the phone call, Mrs O was told that it couldn't be guaranteed that the cheques would*

*be cancelled or that someone would call her back. But I don't find this to be fair or reasonable. Santander should have at least contacted Mrs O to let her know what was happening with the cheque – and it doesn't appear to have done this. It isn't fair to expect Mrs O to chase the matter, when Santander is already aware of it and should be doing something to help.*

*Santander's contact notes in relation to what's happened here aren't very thorough. For example, there are no notes that reflect what happened during this call on 2 April 2020. But, I know the call happened as Santander have provided the call recording. This makes it difficult for me to know if Mrs O did ever contact Santander again to find out what was happening with the cheque. But even if she didn't contact Santander again (until much later), Santander were aware during this call that the cheque was missing, and Mrs O wanted it cancelling – and in not doing this, Santander ought to have been able to foresee a loss to Mrs O, which it didn't mitigate by cancelling the cheque.*

*The cheque was subsequently cashed in September 2020. Mrs O says she didn't cash the cheque and says she's still never received it. I'm persuaded by what she's said here. I say this because I have been in touch with F to find out where the cheque was paid. Only the name matches Mrs O's details – everything else like prefix, address and date of birth are different – the account was also opened one month prior to the cheque being cashed. So, on balance, I don't think it's likely Mrs O cashed the cheque. And I think it's more likely the cheque was intercepted. If Santander had cancelled the cheque in April 2020, like it ought reasonably to have done, then Mrs O wouldn't have lost out here. So, Santander needs to put things right for Mrs O – and I'll come onto what it needs to do later.*

*It wasn't until August 2021 that Mrs O was able to return to the UK and visit a branch. Mrs O was given the funds from the current account, but not the savings account. She was given incorrect and misleading information a number of times in branch. Ultimately, Mrs O had to leave the UK without the funds from the savings account. When Mrs O returned in February 2022, she was informed the cheque had been cashed in September 2020, and so it wouldn't reimburse her. Mrs O should have been told the cheque had been cashed when she first visited the branch in August 2021. This could have saved her various other trips to branch to find out what was happening and only added extra distress and inconvenience to an already worrying situation. Santander should and could have done better at providing Mrs O with clear information, in a timelier manner and not doing so has led to additional worry.*

*It is my current view that Mrs O has lost out as a result of the things Santander has done wrong and do I intend to order it to put things right for Mrs O, by doing the below:*

- *Reimburse Mrs O the closing balance of the savings account.*
- *Apply 8% simple annual interest from August 2021 (when Mrs O visited branch to collect the funds) until it repays her the money.*
- *Pay Mrs O £500 to compensate her for the distress and inconvenience caused to her because of it not cancelling the cheque in April 2020.*

*I have noted that Mrs O has asked for her flights back to the UK to be reimbursed. However, I'm not persuaded the sole reason for her visit was to pursue the funds, and so I won't be asking Santander to reimburse this.”*

*Santander responded to say that it did attempt to cancel the cheque when Mrs O requested this in August 2021 – however the cheque had already been cashed by this point. It said it had made attempts to trace the funds too. It explained that it is the other banks responsibility to carry out the appropriate checks before allowing a cheque to be cashed – Santander confirmed that these checks are not its responsibility. So, it felt it would be unfair for it to pay*

the cheque again, as Mrs O may have already had the benefit of these funds when the cheque was cashed.

Mrs O also responded to the provisional decision. I have summarised her main points below:

- In addition to her branch visits in August 2021 and February 2022, she made several calls to Santander about the matter, where she was assured, it was working to release the funds to her.
- She accepts that it's difficult to demonstrate that the sole reason for her trips to the UK was to recover the missing funds, however, the phone call from April 2020 states her intent to return to the UK after lockdown restrictions had ended to collect her money.
- Aside from mental and emotional distress, she's had to invest a lot of time chasing Santander, including waiting on hold, visiting branches, gathering evidence and seeking advice. Because of this, she feels additional compensation is fair.

### **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 considered everything again, it is still my intention to uphold this complaint, for much of the same reasons as outlined in my provisional decision. However, I will cover off both parties' points.

In response to Santander, I accept that it might have tried to cancel the cheque in August 2021, but it couldn't because the cheque had already been cashed. However, my provisional decision explains that Santander should have cancelled the cheque in April 2020, when Mrs O asked for it. Had it done this, it wouldn't have been possible for the cheque to have been cashed in September 2020. I've also explained why I don't think it likely Mrs O has had the benefit of these funds. I did explain this to Santander when it responded to my provisional decision – it didn't respond to this, and so I've assumed it has nothing further to add here.

I've no doubt that Mrs O has been distressed and inconvenienced by what's happened – I took these things into account when coming to an award for distress and inconvenience. I also took into consideration this service's normal approach to a distress and inconvenience award (more information on this can be found on our website) and having done so, I still find that an award of £500 is appropriate here. This reflects that the impact of Santander not cancelling the cheque when asked caused considerable distress and inconvenience to Mrs O, which took a lot of extra effort to sort out – and that the impact lasted over the course of many months.

I have noted Mrs O said during the call in April 2020 that she would travel back to the UK to collect her funds once lockdown restrictions had ended. However, this was Mrs O's preferred option to take. Santander followed its process by initially sending the cheque by post. And Mrs O said that she would collect the money when she next returned to the UK. So, I can't fairly ask Santander to reimburse Mrs O the cost of her flights, given that it was her choice not to have the cheque reissued and sent to her Nigerian address again.

I note Mrs O made a second trip back to the UK, however, I don't think I can conclude from this that the sole reason for the trip was to recover the funds – although I do accept that this would have been an important part of her trip. I haven't seen enough evidence to persuade me that Mrs O wouldn't have made the trip anyway. And so, I won't be asking Santander to reimburse Mrs O the costs of her flights.

## **Putting things right**

To put things right, I order Santander to:

- Reimburse Mrs O the closing balance of the Everyday Saver account.
- Pay Mrs O 8% simple annual interest\* on the balance of the Everyday Saver account from August 2021 (when Mrs O visited branch to collect the funds) until it repays her the money.
- Pay Mrs O £500 to compensate her for the distress and inconvenience caused to her because of it not cancelling the cheque in April 2020.

\*HM Revenue and Customs requires Santander to deduct tax from the interest payment referred to above. Santander must give Mrs O a certificate showing how much tax its deducted if she asks it for one.

## **My final decision**

For the reasons set out above, I uphold Mrs O's complaint. I order Santander UK Plc to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 27 July 2023.

Sophie Wilkinson  
**Ombudsman**