

## **The complaint**

Mr B is unhappy with the service he's received from National Westminster Bank Plc ("NatWest") surrounding a cheque he deposited into his account.

## **What happened**

Mr B deposited a cheque for £30 to his NatWest account via mobile banking on Saturday 2 September 2023. Mr B was expecting to receive a confirmation by text message from NatWest that the cheque had been received and paid, but this didn't happen. Mr B wasn't happy about this, so he raised a complaint.

NatWest responded to Mr B and explained that because he had deposited the cheque on a Saturday, it hadn't been received by them until the next working day, Monday 4 September. NatWest also confirmed that the cheque had been credited to Mr B's account two days later, on Wednesday 6 September, and apologised if Mr B hadn't received a notification about this. Mr B wasn't satisfied with NatWest's response, especially as NatWest couldn't provide confirmation of exactly who the £30 cheque credited to his account on 6 September was from. So, he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response that NatWest had issued to Mr B's complaint already represented a fair outcome to what had happened, and so they didn't uphold the complaint. Mr B remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **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.

In his referral of his complaint to this service, Mr B has explained that he wants NatWest to be able to prove that the £30 cheque that was credited to his account was from the payee he was expecting it to be from. But Mr B hasn't explained why he doubts who the £30 cheque is from, especially as he hasn't claimed to have deposited another cheque for £30 from a different payee at a similar time.

It must be noted that this service isn't a regulatory body. As such, it isn't within my remit to say whether NatWest have acted in a non-regulatory manner or not. Similarly, it also isn't within my remit to punish or fine NatWest for anything they may or may not have done.

Instead, the remit of this service is focussed on ensuring that a fair outcome has occurred, and that the complainant hasn't lost out financially. With that in mind, what happened here is that Mr B deposited a cheque for £30 into his account and received a credit for a £30 deposited cheque into his account two working days later.

Given that Mr B isn't claiming to have deposited a second cheque for the same amount at a similar time, it seems clear and obvious to me that the £30 cheque credited to Mr B's

account corresponds with the £30 cheque Mr B deposited a few days prior. And because of this I don't feel that Mr B has lost out financially or being adversely impacted here.

And if it's the case that Mr B is seeking some form of compensation from NatWest because they haven't kept a record of the name of the cheque payee, when it's reasonable to conclude from the information that I've described above that the cheque in question is the cheque that Mr B deposited via mobile banking on Saturday 2 September, then this isn't something that I would consider instructing NatWest to pay any form of compensation for.

Mr B is also unhappy that he didn't receive a text confirmation from NatWest acknowledging receipt of the cheque after he deposited it via mobile banking. But NatWest have confirmed that such acknowledgements are sent automatically, and they note that they've sent several text notifications historically to Mr B that haven't been received by him. Accordingly, I feel it's more likely than not that NatWest did send such a notification to Mr B, but that Mr B didn't receive that notification for some reason outside of NatWest's control – such as mobile network or connectivity issues – and for which I wouldn't consider NatWest accountable for.

Furthermore, regardless of whether NatWest were or weren't at fault for Mr B not receiving a notification, I don't feel that there's been any tangible impact to Mr B here for which any compensation would potentially be merited. And this is because, as explained above, Mr B received a £30 cheque credit into his account when he was expecting to do so.

Finally, Mr B is unhappy with how NatWest handled his complaint about this issue. However, as a financial ombudsman, my remit is limited to points of complaint about regulated financial matters. And how a business handles a complaint isn't itself a regulated financial matter – even when that complaint is itself about a regulated financial matter. In short, I can consider the subject matter of this complaint – the service NatWest provided to Mr B surrounding the depositing of the cheque – but not how NatWest have handled Mr B's complaint about that matter.

All of which means that I don't feel that NatWest have acted unfairly towards Mr B in the manner he contends here. As explained, this is because Mr B received £30 into his account within two working days of submitting the £30 cheque in question and because Mr B hasn't made any claim that the £30 that he received could potentially relate to another cheque for £30 that he submitted at a similar time. And it follows from this that I won't be upholding this complaint or instructing NatWest to take any further action.

### **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 B to accept or reject my decision before 6 May 2024.

Paul Cooper  
**Ombudsman**