

## The complaint

Mr H complains TSB Bank Plc treated him unfairly when it refused to accept a cheque made out to him, using its cheque deposit service on his banking app.

## What happened

A summary of what happened is below:

Mr H tried paying a cheque into his TSB account using his banking app for depositing cheques. However, the cheque wasn't accepted. He got a message to say the names didn't match and he could take the cheque to his nearest branch or post office.

After several attempts on the app, he paid the cheque into another account held with another bank, using a similar service without any difficulty. He then contacted TSB to understand what had gone wrong.

TSB told Mr H it had rejected the cheque due to the cheque being made out to a name that was part of his full name and it was the full name that appeared on his account. Mr H wasn't satisfied with this, because the cheque had been accepted by another bank using exactly the same information. He asked how attending a branch with the cheque would have resolved the issue. An agent told Mr H that the name on the cheque could also be a name in its own right. Mr H wasn't satisfied with the explanation, he felt some discretion should be applied. He wanted to know what TSB was prepared to do about this and indicated he'd be moving banks.

The agent said there was nothing he could do about TSB's process here, but he could log a complaint. Mr H asked if the bank was prepared to pay him compensation as a goodwill gesture for his inconvenience and he'd draw a line under the matter. The agent declined.

A complaint was logged, and TSB sent Mr H a letter to say he could refer his complaint to the us. Mr H did that and provided a screen shot from his TSB app which said,

*"Don't worry if the name written differs slightly to the account holders name".*

He considered the bank's own information on the app contradicted what TSB had said about the name mismatch.

One of our investigators looked into matters after hearing from TSB with its response. But ultimately, he didn't uphold the complaint. He was satisfied the explanation TSB had given for rejecting the cheque was reasonable, notwithstanding the information on its own app. He said it was a question of how *"differs slightly"* could reasonably be interpreted. He looked at what TSB had said and explained other names could be viewed in the same way. Mr H didn't accept the assessment. He highlighted he'd spoken to a member of TSB's own staff after referring his complaint to us, and they'd considered the bank had made a mistake. He questioned why in an earlier call with him another member of staff had they said what had happened was connected to the regulatory obligations/requirements. Mr H believed something wasn't quite right and wanted the matter escalating.

When a consensus couldn't be reached, the complaint was put forward for a decision as the second and final stage of our process.

### **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'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

There's been a fair amount of debate during the investigation and in particular about regulatory requirements referenced in a call with TSB when the issue arose. I can see why this happened, but the case doesn't actually turn on it. I've looked at TSB reasons for rejecting the cheque which were the names didn't match, and I haven't seen anything wrong with the explanation it has provided for this. The first name on the cheque is certainly a common contraction of Mr H's name on his account, but it could just as easily be a contraction of other names.

I don't find this undermines the information on the app. There was enough difference in the names to trigger a mismatch. Where that happens, I consider it's ultimately for the individual bank to decide if it's prepared to accept the cheque in those circumstances, based on its appetite for risk. Crucially, even if I had found TSB was wrong (which I haven't), I wouldn't be making an award for compensation as this issue didn't actually result in any material distress and inconvenience. Mr H still managed to deposit the cheque using an app with another bank. I accept he may have been frustrated making multiple attempts on the app, but all of us experience a degree of inconvenience at times when using services. We may also feel they haven't met with our own expectations. But it doesn't follow this will warrant compensation and my conclusion is it doesn't here based on the circumstances.

Mr H has also asked for clarification on TSB's cheque process as a resolution to the complaint. But I'm satisfied he's already had that within the context of an answer to his complaint. In any event, he's no longer a customer of TSB and so any further commentary wouldn't be necessary to reach a resolution, because it's not a TSB service he'll use.

I'm sorry to disappoint Mr H but this does bring to an end what we can do to assist with this complaint.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 November 2024.

Sarita Taylor  
**Ombudsman**