

## The complaint

Mr A is unhappy with Santander UK Plc. Mr A's Mum (Mrs A) attempted to pay a cheque into his account for him when she was in a branch. But after she gave the cheque to the cashier it got stuck in the machine. Fortunately, the cheque didn't rip, and the cashier said she would take a photocopy of the cheque to process it. Several weeks later the cheque still hadn't been cleared, and Santander had now contacted Mr A to let him know his account was blocked and would be closed. It said this was because of "*unusual activity*."

## What happened

To try and resolve the matter Mr A took long trips to other branches and has twice gone with Mrs A to his local branch. But the matter remained with the Santander fraud team and the cheque remained uncleared. Mr A provided Santander with identification and the letter that was linked to the cheque to show how much the cheque was for and that it was a legitimate payment. Mrs A confirmed other details to show the validity of the cheque (including court details) were also passed to Santander.

She also noted Santander had only written to the company that had issued the cheque "S" on one occasion. She said this Santander letter had lots of typing errors and an incorrect telephone number to contact it on. Mrs A said all the letter did was arouse suspicion with S too. She said a simple phone call or email from Santander to S should have resolved the matter much more quickly. As the money wasn't being released and the account was blocked and set for closure Mr A brought his complaint to this service.

Our investigator didn't uphold the complaint. She said Santander had tried to call Mr A on a couple of occasions due to its concerns about the cheque. Mr A made further attempts to provide suitable evidence including in December 2024 and January 2025. She noted that the matter had now been resolved, and the cheque had been cashed by Santander and added to Mr A's account. It had decided not to close his account, and he was free to continue using Santander. Our investigator didn't think Santander had done anything wrong. She said in line with the terms and conditions it had an obligation to ensure there was no fraud or unauthorised activity. She said Santander had acted fairly.

Mr A didn't accept this and asked for his complaint to be passed to an ombudsman for a decision.

In my recent provisional decision, I said:

*"The first attempts to bank the cheque were in October 2024. As it didn't get cleared Mr and Mrs A immediately attempted to put matters right at the time and throughout October 2024.*

*Santander's system details from 4 October 2024 said, "Customer in branch, customer says cheque deposited was a claim from a solicitors, he had a letter from the solicitor, the proof has been emailed to first party fraud mailbox (Further information received)."*

*Sticking with Santander's details and records it also said, "Passport scanned in branch on 04/10/2024."*

*To back up these earlier attempts its system records from 7 October 2024 said, "Letter from [solicitors] confirming the amount paid via cheque enclosed and scanned passport." In the next box it confirms "Summary – email sent to confirm legitimacy of credit."*

*Shortly after this on the same day Santander decided it needed more evidence. It asked for "further documentation and letters from solicitors or courts."*

*On 14 October 2024 Santander tried to call Mr A but got no answer. It then decided to close the account within 60 days and block access to it.*

*On 18 October Mr A went into the branch and the records state the branch faxed over a letter from the solicitors to the fraud team. A further three days passed, and Mr A wanted to withdraw his funds in branch. The Santander record notes the fraud team hadn't received the solicitor's letter. It asked the branch to fax again, and it did so. But the branch also suggested email as Mr A was desperate for this to be sorted out. Mr A pointed out Santander must have had the details as it had been in touch directly with his solicitors looking for more information. The note said the solicitors had to send the Santander letter to its internal compliance team as there were spelling errors in the email which made them question the validity of the Santander email.*

*The system notes on this date 21 October 2024 "Please see attached the original solicitor letter, together with the hearing request that the case relates to."*

*The same system notes also state on 22 October 2024 "Documents received that were not originally reviewed during the investigation."*

*These records don't give me the impression Santander was truly clear on what it had received from Mr A and what it was doing with this information. When branches are passing details on to the fraud department and either these aren't getting to the fraud team or aren't being reviewed, I'm not sure what Santander can expect Mr A to do. To respond by blocking and then looking to close his account doesn't seem to me to be fair and reasonable. I don't think Santander was particularly clear about what was happening with its internal systems and what else Mr A could do.*

*For their part Mr and Mrs A pointed out the cheque was an official branded cheque from a firm of solicitors. He also said he produced documentation for Santander on multiple occasions including when they first attempted to deposit the cheque. He said this was done in branch on several occasions and through email links to the fraud team. Mr A said in branch Santander claimed it had loaded the provided documentation on to its system for the fraud team, but the impression they were given was that the information never reached the right internal Santander team. This apparently happened twice in one branch and a third time in another branch. A document link was also used on two occasions and up until the last occasion the fraud department claimed never to have received anything.*

*Mr A said the repeated requests were for the same information. And in the end Santander decided this was now acceptable. It took roughly four months for this to be put right.*

*Mr A said the whole situation caused so much distress and hardship and he was struggling to understand the unfairness of the whole situation. Mr A couldn't fully access his account and the value of the cheque until the morning of one of his school exams.*

*Mr A said he wasn't able to buy a car for his 18th birthday due to the action taken here by Santander. Mr A said he made two further attempts to call Santander to resolve the matter but, on both occasions, he never got a call back.*

*Santander said once any concerns were raised regarding a transaction it had a duty to “act quickly and responsibly.” It said it “had no alternative” but to suspend the account and ask for proof of entitlement to funds.*

*Santander said in its final response letter that when Mr A attended a branch and provided evidence for the cheque in the form of a letter from his solicitor that it was “unfortunately deemed insufficient to show your entitlement to the funds.” The same was decided when further documentation was sent through the email link and reviewed in December 2024 by Santander’s investigation team.*

*Further evidence was provided by Mr A on 14 January 2025. This was reviewed on 22 January 2025 and Mr A’s appeal at this point was successful. From this point the funds were available in his account.*

*I don’t think Santander has acted fairly and reasonably here.*

*The accounts from both sides largely say the same thing. The only difference I can see is that Mr A was trying to give Santander what it wanted but it continued either to lose it, not review it, or then ask for more as what had been sent was insufficient. But what I can also see from the records is that Mr A and Mrs A had been clear about the reasons why Mr A’s details weren’t fully noted on court papers. Santander were well aware of his age from when he opened his account and from the passport copies.*

*Further, this might have been cleared up earlier if Santander had engaged more effectively with S when it sent correspondence to it asking questions about Mr A and the cheque.*

*From my reading of the evidence and how Mr A and Mrs A presented the complaint it all seems to me to be very clear. The image of the cheque I’ve seen and the details and evidence about why and how Mr A came to receive the money are also very clear. What is noticeable is the very difficult time Mr A and Mrs A have been through before getting this money in the first place. I can only start to imagine how they felt when Santander denied them access to the funds despite the problem being caused by a machine used by its own cashier in a branch.*

*On top of this Mr A was trying to study for important exams while this issue was dragging on and he had extremely limited access to his account due to Santander’s actions.*

*I completely accept Santander has terms and conditions written into the account to allow it to take certain actions in certain circumstances. That point isn’t in dispute. But I struggle to understand why in the face of such clear evidence from Mr A and Mrs A action wasn’t taken much quicker to clear the cheque and allow access to his money. Mrs A referred to Santander’s handling of the situation as “dreadful incompetence.” Mr A and Mrs A have noted their attempts to visit the various branches, to provide evidence, and to get the matter resolved. But instead, Santander acted to escalate the situation by blocking and then moving to close the account. I don’t think that’s fair, and I haven’t seen any evidence from Santander to support it being fair.*

*Santander was perfectly entitled to question where the money came from and that certain fraud parameters must have been met. But I think the details on the cheque are perfectly clear. The cheque was from a law firm so I think Mr A makes a good point when he said a brief call from Santander to the law firm would have confirmed what he and Mrs A had said all along. I appreciate that Santander may have a set process around how this works but here that led to an unfair and unreasonable outcome for this customer.*

*I don't think this situation could have occurred at a time for Mr A. And I accept there was an impact on him due to not being able to use the funds while he was studying for exams and wanting to use the money to buy himself a car as a birthday present. Getting the money was meant to allow Mr A to move on from a very stressful personal situation but instead Santander created another problem. In view of this I think Santander should pay Mr A £300 compensation for the distress and inconvenience caused by its handling and the delays it was responsible for. I think that would be a fair and reasonable outcome in the circumstances."*

### **Responses to my provisional decision**

Both parties responded quickly.

Mr and Mrs A said it wasn't as much as they had hoped for given the time and effort put in to resolve the matter. Especially considering the money being awarded in very upsetting circumstances in the first place. But they would prefer just to put the matter to bed and so accept the £300.

Santander said considering the provisional decision it would be happy to settle the £300 to resolve the matter.

### **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 grateful to both parties for the speed of their responses.

And as both parties are willing to accept my provisional decision, I see no reason to change it. So, my provisional decision will become my final decision.

### **Putting things right**

Pay £300 compensation for the distress and inconvenience caused to Mr A.

### **My final decision**

I uphold this complaint.

I require Santander UK Plc to:

- Pay £300 compensation for the distress and inconvenience caused to Mr A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 June 2025.

John Quinlan  
**Ombudsman**