

The complaint

The estate of Mr P complains Santander UK PLC ("Santander") refuses to refund it for a cash deposit that it says never credited the account.

This complaint was initially brought by Mr P himself; however, he has since sadly passed away. The late Mr P's daughter has continued the complaint on behalf of his estate. However, to keep things simple I will simply refer to the late Mr P as "Mr P", and his daughter as "Miss P" throughout my decision.

What happened

Mr P complained to Santander about a £340 deposit he said he made on 18 March 2024 in his local post office which never credited his account. He said he would like Santander to rectify the situation by crediting his account for the missing amount.

Since taking over this complaint Miss P has also complained about the poor customer service received from Santander in making this complaint. But from what I can see she has not raised this complaint with Santander in the first instance, so this will need to be done before our Service can investigate this matter.

Santander responded to the original complaint declining to refund any money on the basis that the evidence from the Post Office showed two declined deposit attempts which were signed by Mr P. And Mr P's statement reflects the two declined attempts. So, it says this evidence suggests that Mr P couldn't deposit the money and signed these slips to confirm the money had been returned to him.

Our investigator also considered this complaint but felt there was not enough evidence to uphold the complaint in Mr P's favour. Miss P wasn't happy with this outcome, so the complaint has been passed to me 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.

I'd like to reassure both parties that although I've only given an overview of what happened, I've read and considered everything we've been provided in its entirety.

When considering what's fair and reasonable, I'm required to take into account relevant law and regulations; the regulator's rules, guidance and standards; the codes of practice; and, where relevant, what I consider good industry practice at the relevant time.

Where there's a dispute about what happened, and the evidence is incomplete or contradictory, I must make my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence.

In this case, there is very little evidence available from the time, and sadly Mr P is no longer

here to tell us his version of events. I appreciate he had raised this complaint before his passing, so it is clear he felt something had gone wrong. But we have not been able to ask him specifically about the circumstances surrounding this complaint and what exactly happened at the time. So, I've had to make my decision based on the evidence we do have, and what I think is more likely to have happened.

Santander has provided the account activity for Mr P's accounts which shows the transactions from 18 March 2024. This shows his account being credited by £340, then debited £340, then credited £340 and then debited £340. It isn't clear why this has happened and the post office commented to say the deposit was unsuccessful twice but doesn't say why. I have seen that Miss P is unhappy that there is no explanation about why this is showing this way, and I agree it would be helpful to have an explanation. However, the account history which shows two declined deposits is supported by two receipts. So, even though I don't know why the deposits were not successful, the receipts support what is reflected on the statements.

Santander's evidence is that as the receipts were signed by Mr P, confirming that the deposit was not successful and his money was returned. Miss P says this isn't Mr P's signature and has provided a copy of his passport showing his actual signature. I accept that the two do not look the same, however, this doesn't necessarily mean that Mr P didn't receive this receipt or that he didn't make the signature that is on the receipt. The fact that two declined receipts were printed suggests that the transactions were not successful. And I think had someone from the post office been trying to steal this money, they wouldn't have tried to make the deposit twice if they had been planning on keeping the money anyway. The post office did not report any surplus cash in the tills on the day, so there is no evidence that the money was not returned back to Mr P.

I've also seen from the statements that on 3 May 2024 there are another four entries showing £340 being credited, then debited £340, then credited £340 and then debited £340 – in exactly the same way as it did in March. Again, I don't have any evidence as to why this happened and Mr P is no longer around to comment, but I note that this instance hasn't been complained about.

Ultimately, the only contemporaneous evidence I have are the two declined deposits from the post office and the statements showing two declined deposits on Mr P's account. And without any stronger evidence to the contrary, it is difficult for me to uphold this complaint and request Santander to pay Mr P's estate this amount from its own pocket. So, while I know this outcome will come as a disappointment to Miss P, I am not upholding this complaint.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr P to accept or reject my decision before 27 October 2025.

Sienna Mahboobani
Ombudsman