

The complaint

Miss A complains that new chequebooks were issued to her by Santander UK Plc after she'd asked for chequebooks to be cancelled.

What happened

Miss A visited a Santander branch in September 2024, handed in her existing business and personal chequebooks and asked for these to be cancelled. Santander did that but new chequebooks were issued almost immediately on both accounts. Miss A went to another Santander branch in November 2024. She again handed in the cheque books and asked for them to be cancelled. She also raised a complaint. But chequebooks for both accounts were again issued. Only the personal cheque book was in Miss A's letterbox – the business account chequebook wasn't found. Miss A reported this to Santander and the business chequebook was marked as stolen.

In its final response letter, Santander apologised for the inconvenience caused and paid Miss A compensation of £75. It said that a restriction had to be placed on Miss A's account to stop cheque books being issued and Miss A should contact its customer services department if that was what she wanted to happen.

Miss A referred her complaint to the Financial Ombudsman Service. She said she was unhappy with the service Santander provided, and that she was distressed knowing a cheque book may have been stolen and could be used. She wanted £600 compensation.

Before an investigator looked at Miss A's complaint, Santander contacted the Financial Ombudsman Service and offered £100 extra compensation. Taking the total compensation to £175.

An investigator reviewed Miss A's complaint and felt Santander's revised offer was fair. They said the cheque books being reissued was probably the result of a misunderstanding and Santander had done the right thing by stopping the business account chequebook and marking it as stolen. Miss A disagreed with the investigator – although no reason was given for her disagreement – and asked for an ombudsman to look at the case again. So, it's been passed to me to decide.

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 done so, I consider that the increased offer made by Santander is a fair and reasonable way to settle the complaint.

It appears that when Miss A first went into the Santander branch, she handed in the cheque books and asked for them to be cancelled. What Miss A intended was for those cheque books to be destroyed and cancelled and for no further cheque books to be issued.

But Santander has said that if Miss A wanted that to happen, she would have had to ask for her account to be restricted to stop further cheque books being sent out. I don't think that distinction would have been obvious to Miss A, and I think Santander should have questioned Miss A further when she handed her chequebooks in as to whether she wanted new ones to be issued.

When she visited the second branch, and raised a complaint, I again think the branch could have done more to find out Miss A's true intentions. And finally, when the final response letter was sent, I consider that it would have been clear what Miss A wanted, and the restriction should at the latest have been set then. So there has been a failing in customer service.

I can't hold Santander responsible for the way the chequebooks were delivered – that's the responsibility of the Royal Mail. But I do agree that when Santander became aware of the potential theft of the cheque book, it took the correct action. I hope that eases Miss A's fears.

Putting things right

As I've explained above, I believe Miss A has been inconvenienced and I do think Santander could have handled the situation better. But I don't think £600 compensation is justified. When Miss A first contacted Santander, she asked for £50 and was awarded £75.

I must consider the impact of any incident and in this case, Miss A had to visit a second branch to hand in cheque books and had the distress of seeing a cheque book hanging out of her letterbox with the other being missing. She also says she now has to monitor her account for fraud. I can't award compensation for what might happen, only what has happened.

If Santander hadn't made an offer to settle, I can confirm £175 would have been in the region of what I'd have awarded.

My final decision

My final decision is that I direct Santander UK Plc to pay Miss A total compensation of £175 for the distress and inconvenience she's been caused. I understand £75 has already been paid to Miss A's account and therefore an additional £100 will be payable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 11 November 2025.

Stephen Farmer

Ombudsman