

The complaint

Mr A complains that Bank of Ireland (UK) Plc (BOI) did not accept a cheque he'd paid into his bank account.

What happened

In July 2025, Mr A paid a cheque for £2,100 into his BOI bank account. But the funds were not credited to his account. BOI said that was because the name on the cheque did not match that on the account.

Mr A complains:

- He usually goes by his middle name and that was who the cheque was made out to. BOI had accepted another cheque made out that way – and it had not explained why that cheque was accepted and this one wasn't. So there was no reason for BOI to consider the payee was not him.
- BOI returned the cheque by post without attempting to contact him – that caused delays and deprived him of access to the funds.
- By returning the cheque BOI was implicating that he was being dishonest. The matter could have been resolved if BOI had contacted him at some point. It hadn't explained why he wasn't contacted promptly when the issue arose.
- The account name includes his middle name.

Mr A wants BOI to compensate him for distress, inconvenience and wasted time, that the funds were unavailable when he needed them causing him to miss out on an investment opportunity, and that his reputation had been damaged.

The investigator thought that BOI had acted fairly when it declined the cheque. But it ought to have done more to explain the reason why the cheque was not processed. She said BOI should pay Mr A £50 for the lack of information.

BOI did not accept what the investigator said. It responded to make a number of points, including:

- It explained in its final response letter that the cheque was declined because the payee's name did not match account holder's name. Although the letter does say that "cheques could only be accepted in the name the account was opened in..." it was unclear why that constitutes grounds for compensation.
- The copy of the cheque shows that neither the initial or surname is clear.
- It is reasonable to expect customers to be familiar with the basic requirements for completing a cheque, including ensuring that the payee's name is written clearly and matches the name on the account to which the cheque is being paid. This is a "standard

aspect" of using cheques and there is "plenty of guidance" available on how to complete cheques correctly.

- Mr A was told the cheque had been rejected and the cheque was returned to him by post in accordance with its procedures. The content of the final response or the absence of a fuller explanation did not result in any material loss, additional inconvenience or financial loss.
- The complaint handling process should fall outside the scope of our jurisdiction – it is not a regulated activity.
- The explanation in its final response aligned with branch's reason for rejecting the cheque. It said the name did not match the account holder's name, which is true as the handwriting was illegible and therefore unverifiable.
- It appreciated its final response could have been more precise in distinguishing between the account holder's full name and acceptable variations. But this did not materially impact the outcome of the cheque rejection or cause any financial loss.
- "We can all agree that the handwriting on the cheque is very unclear and has little resemblance to [Mr A's] name." So it was difficult to accept that he would not have understood the rejection was due to the illegibility of the payee's name.

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.

It is surprising that BOI has questioned our jurisdiction in respect of how it handled this complaint. I am satisfied that I have jurisdiction to consider this complaint. That includes how BOI dealt with the complaint. The reason for that is that in answering Mr A's complaint it was a continuation of the underlying financial service it offered. This complaint is not solely about how the complaint was handled, it includes whether BOI did enough to explain to Mr A why the cheque was rejected.

I am satisfied that it was fair and reasonable for BOI to reject the cheque. It wasn't unreasonable for it to decide that the name on the cheque was illegible and/or that it did not match the name on the account.

I also consider that there was no requirement for it to contact Mr A before it returned the cheque. And the steps it took to return the cheque were reasonable and not outside good banking practice. I don't consider that by rejecting the cheque that it implied Mr A had acted dishonestly.

That leaves whether BOI did enough to tell Mr A why the cheque was rejected. In deciding what is fair and reasonable in the individual circumstances of this complaint I'm required to take into account a number of things, including any relevant rules and regulations and what I consider to have been good industry practice. That includes the Consumer Duty. It required BOI to enable and support Mr A to achieve his financial objectives. That includes making sure that he had the information and support he needed, when he needed it, to make and act on informed decisions.

In this case, BOI told Mr A that the cheque could not be processed because it could not "say for certain that the cheque was payable in [Mr A's] name. Please be advised that cheques can only be accepted in the name the account was opened in..." It set out Mr A's first name

and surname.

It is clear from Mr A's response he understood that to mean that the cheque was rejected because the name on the cheque was his middle initial and surname. BOI was the expert here and as I've explained it had an obligation to give Mr A the information he needed. I consider a firm acting reasonably in these circumstances ought to have set out in a clear and not misleading way the correct reason why the cheque had been rejected. There was the potential for avoidable harm and confusion if the explanation was unclear or misleading.

While I don't consider the evidence supports that Mr A was not dealt with by a suitably experienced member of staff in the branch, I don't think the evidence we have supports that when Mr A first raised this matter with BOI that he was given sufficient information to understand what had happened. And I can see why, after receiving the final response, Mr A understood that it was an issue with the name on the cheque rather than any issue with its legibility that meant it was returned.

I don't consider it is fair for BOI to put as much emphasis as it has on Mr A to understand its requirements in regard to cheques – I don't see how that is consistent with what in my experience is good banking practice. In my experience, most regulated financial firms would take steps to make sure that its final response was accurate, that it gave its customer enough information to understand what had gone wrong and that it informed its customer what the correct process was to prevent any reoccurrence.

For the reasons set out above I do not consider BOI has treated Mr A fairly. The failure of BOI to respond sufficiently clearly and accurately has caused Mr A avoidable upset and inconvenience. In his complaint he has unnecessarily focused on the fact that it was unfair that BOI rejected the cheque because it used his middle initial rather than his forename. And he was worried and confused by the fact that BOI had previously accepted cheques made out using his middle name. Therefore, the absence of a suitably clear explanation – at the outset and in response to the complaint – has caused Mr A worry that he was not being treated fairly in the way the cheque was rejected and inconvenience in the time spent unnecessarily complaining about a point that was actually irrelevant.

In all the circumstances I agree with the investigator that £50 is a fair amount to reflect any distress and inconvenience caused by the failure of BOI to correctly and fully explain why the cheque was returned.

My final decision

My final decision is that Bank of Ireland (UK) Plc should pay Mr A £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 December 2025.

Ken Rose
Ombudsman