

The complaint

Miss C complains that Home Retail Group Card Services Limited (trading as Argos) failed to credit her account with the cheque she says she sent.

What happened

Miss C says that she sent Argos a cheque for £1,621.23, dated 18 December 2024. She says that Argos did not reduce her balance with the money and has failed to return the cheque as requested. Miss C says her account is now in arrears and this is affecting her credit file.

Argos says it had no record of receiving a cheque but it acknowledges that Miss C sent a letter on 22 December 2024 advising that she'd sent a "*bill of exchange*" (BOE) four days earlier. Argos says it responded on 27 December 2024 and explained that a BOE is not an acceptable payment method for the Argos card account.

Our investigator did not recommend the complaint should be upheld. He found no evidence that Argos had received a cheque from Miss C and did not consider that it was under any obligation to accept the BOE as payment on the account. Our investigator noted that Miss C had requested the return of the BOE and asked Argos to ensure this happened.

Miss C's representative responded to say, in summary, that this complaint should be dealt with under the jurisdiction of a cheque. He added that the cheque has not been rejected by Argos with any legally sound reason and he included various legal citations in his response.

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 have seen evidence to show that a letter was sent to Argos on 18 December 2024. I have also seen a copy of a letter from Miss C, dated the same day, which says a BOE note was enclosed for the "*immediate discharge of this account*". A copy of a document then follows which "*promises to pay the Lender...the principal sum of £1,621.23...*". It is reasonable to assume this was the paperwork enclosed in the tracked letter sent on 18 December 2024.

As such, I consider it more likely than not this was the "cheque" to which Miss C's representative refers. I have also looked at the information Miss C's representative has sent regarding the legal definition of a cheque, but I must consider each complaint based upon what I consider to be fair and reasonable. I cannot make any legal findings – that is the role of a court.

In this case, I don't consider Argos acted unreasonably by not treating the paperwork it received as a cheque as it did not adhere to the accepted features of such a document. In addition, a bill of exchange or promissory note is not listed as an accepted payment method by Argos. The terms of Miss C's account say:

"How to Pay

- *The My Argos Card app or website;*
- *Direct Debit;*
- *Internet or Telephone Banking;*
- *By Phone;*
- *A Cheque in the post"*

I have looked at Miss C's statements, and I can't see that Miss C has made any payments after 29 November 2024. Argos has stopped charging interest to the account, but I acknowledge that it has now reported negative information to the credit reference agencies. I accept that Miss C is concerned about the effect on her credit file, but I can't conclude Argos has acted unfairly here as it is obliged to accurately reflect how its accounts are managed when reporting to the agencies.

Finally, I understand Miss C has requested the return of the BOE. Argos says it sent a copy of this to Miss C on 6 Oct 2025, and offered to send it again, by recorded delivery, if she doesn't have it.

So, for all the above reasons, I don't find Argos has acted unreasonably and I don't require it to do anything further in respect of Miss C's complaint.

My final decision

My decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 5 March 2026.

Amanda Williams
Ombudsman