

The complaint

Ms P has complained that HSBC UK Bank Plc trading as first direct (“First Direct”) wouldn’t cash in a cheque that had been issued using her maiden name.

What happened

Ms P went to pay in a cheque that had been issued in her maiden name, but First Direct staff said it couldn’t cash the cheque for Ms P as the name on the cheque didn’t match the name on her account.

Unhappy with this, Ms P complained to First Direct, but First Direct didn’t uphold the complaint.

After she referred her complaint to this service, one of our investigators assessed the complaint and they didn’t uphold the complaint either.

As Ms P didn’t accept the investigator’s assessment, the matter was referred for an ombudsman’s 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.

Having reviewed everything, I don’t uphold this complaint. I will explain why.

Ms P says that the cheque was issued in her maiden name, but says that First Direct was being unreasonable in not accepting the cheque, as her married surname is double barrelled and includes her maiden name.

However, given that the name on the cheque was different to the name First Direct had registered for Ms P’s account, I can’t say that First Direct was being unreasonable in not accepting the cheque.

Ms P says that at the time, she offered to provide her passport as proof of ID (which she said had her married name in). But here the issue is not that First Direct was unsure of her identity, but instead it was unsure of whether the cheque was intended to be paid to Ms P. First Direct has provided this service with internal guidance for staff to follow should there be a mismatch between a cheque and the name registered for a customer. From this, it does cover the situation where a customer has got married and the cheque is in their maiden name. However, in Ms P’s case, although Ms P has had a First Direct account for a number of years, First Direct says it has only ever had Ms P’s married name registered for her account. Therefore, given that it had no previously verified information on file regarding Ms P’s maiden name, then I can’t say that First Direct was being unreasonable in declining to cash the cheque.

Since Ms P referred her complaint to this service, Ms P says that First Direct has since cashed the cheque for her. I can see why Ms P then questioned First Direct's decision to not accept the cheque in the first place. But from what I understand, the decision to cash the cheque was not consistent with First Direct's policy on such matters, and presumably was accepted on a discretionary basis with the view that accepting the cheque was low risk given the amount involved, and the fact that Ms P's maiden name formed part of Ms P's married name and so the likelihood the cheque was for someone else was low.

Nonetheless, had things gone as they should've, then in such circumstances I would've expected First Direct to accept the cheque if Ms P could provide a copy of her marriage certificate. So I think that Ms P would've likely needed to make a couple of trips to a branch to pay the cheque in anyway.

Finally, Ms P says that First Direct actions are unfair towards women who choose to keep using their maiden name. However, as outlined above, I'm satisfied that First Direct does have a policy in place to deal with such situations i.e. cheques issued in a customer's maiden name. It was just unfortunate that Ms P's specific circumstances meant that the cheque could not be accepted upon her first attempt at paying it in.

Nevertheless, I don't think that First Direct treated Ms P unfairly or unreasonably here, and ultimately Ms P was able to cash the cheque in. So the matter was, fortunately, able to be resolved for Ms P with only a small amount of inconvenience caused.

Therefore, I don't think First Direct needs to do anything further in relation to this complaint.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 29 April 2026.

Thomas White
Ombudsman