

complaint

Mr B complains that Santander UK Plc ("the bank") reversed a cheque paid into his account that proved to be fraudulent, leaving his account overdrawn and incurring charges, as well as adversely affecting his credit file.

background

In March 2010 Mr B sold some items via a local newspaper to a man I shall refer to as Mr K. Mr B gave his bank account number and sort code to Mr K in order that he could be paid. Mr B says he received the money and sent the items, and heard nothing else from Mr K after this.

In July and August that year the bank wrote to Mr B to say that it had found out that the cheque that was paid into his account wasn't meant for him, and that the funds had therefore been taken back out. This left Mr B's account in overdraft and he incurred charges. He also says that this affected his credit file.

Mr B complained to the bank. It responded that the cheque didn't come from a payee called Mr K, and that it wasn't made payable to Mr B.

The complaint was brought to this service, where our adjudicator considered the submissions and concluded that the bank hadn't been shown to have done anything wrong. The cheque had to have been paid in by somebody who was in possession of Mr B's card and PIN, and it wasn't a cheque payable to Mr B so he wasn't entitled to the funds.

Our adjudicator didn't uphold the complaint. Mr B disagreed, and sought referral to an ombudsman.

my findings

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 have to agree with the conclusion of our adjudicator that the bank hasn't done anything wrong here. Unfortunately Mr B's version of events doesn't match the factual information that we know, which is that the cheque was paid into his account using his genuine card and PIN at an ATM machine. It therefore can't be the case that Mr B only gave his account number and sort code to Mr K, as he says.

On this basis I have to conclude that it's not possible that Mr B didn't have any knowledge of the cheque, and didn't have the chance to look at it and see that it wasn't payable to him.

In the circumstances I can't ask the bank to do anything else to resolve this matter, and I can't uphold the complaint.

my final decision

My final decision is that I do not uphold the complaint. Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 7 April 2015.

Ashley L B More
ombudsman