

## **The complaint**

Miss H complains about Card Protection Plan Ltd (“CPP”) and their refusal to reissue a cheque originally sent to her in 2014 as part of a redress scheme.

## **What happened**

In 2014, Miss H made a claim on a redress scheme set up to compensate customers who had been mis-sold a Card Protection Product. As part of this scheme, CPP were the business who calculated and issued the compensation for the claim. Miss H’s claim was accepted, and a cheque issued in September 2014.

But Miss H says, due to her personal circumstances at the time, she was unable to cash the cheque when she received it. And then, it was misplaced, so she forgot about it altogether. But Miss H discovered this cheque in old paperwork in 2023 and attempted to cash it. But she was unable to do so as the cheque itself had expired. So, she wanted CPP to reissue the cheque.

But CPP refused, explaining the terms of the redress scheme, agreed by the high court, stipulated any cheque not cashed within six months couldn’t be reissued. So, they didn’t think there was anything more they could do. Miss H complained about this response, as she felt she was entitled to the cheque amount. CPP responded to the complaint and didn’t uphold it, again referring to the redress scheme terms and conditions. Miss H remained unhappy, so she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They explained that, where a redress scheme is in place, we’re only able to consider whether a business, in this case CPP, has complied with what is set out within it. And they were satisfied CPP had when refusing to issue a replacement cheque. So, they didn’t think CPP needed to do anything more. Miss H remained unhappy and so, the complaint has been passed to me for a 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 done so, I’m not upholding the complaint for broadly the same reasons as the investigator. I’ve focused my comments on what I think is relevant. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Miss H. I don’t doubt the circumstances Miss H faced around the time the cheque was originally issued would’ve been challenging and upsetting. And I recognise why these circumstances would’ve impacted her capacity to cash the cheque, which she has since attempted to do. And as Miss H was entitled to the cheque amount, and she still hasn’t had access to these funds, I can understand why Miss H would return to CPP as the cheque issuer and ask for another one

to be raised. And when they refused, I can appreciate the frustration she would've felt.

But in a situation such as this one, where a redress scheme has been put in place with an agreement from the high court, I'm unable to discuss the fairness of the scheme itself. Instead, all I can consider is CPP's actions, to ensure they fell in line with the terms and conditions set by the scheme. And on this occasion, I think CPP's actions did fall within these. And I'll explain why.

I've read through the terms and conditions of the redress scheme at length. And these explain under the section "*Funding of Redress*" that "*Any cheque not encashed within six months shall be cancelled and the Scheme Claim to which it relates shall be deemed to have expired and such Scheme Creditor shall not receive any Redress and shall have no right of recourse to the Dispute Resolution Procedure.*"

I've seen Miss H's cheque was issued, and received, around September 2014. But Miss H didn't attempt to cash the cheque until around nine years later. So, the cheque wasn't cashed within six months. And I think the terms and conditions make it reasonably clear that because of this, Miss H then had no right of recourse through the scheme.

While I appreciate why Miss H feels her own personal situation at the time the cheque was issued makes this condition unfair, as I've already explained above my role isn't to comment on the fairness of the scheme, only CPP's actions when handling Miss H's claim within it. And I think their decision to refuse a reissuance of the cheque falls within the scheme terms and conditions and because of this, I don't think I can say they should do something more.

I understand this isn't the outcome Miss H was hoping for. But it's pleasing to see Miss H is now in dialogue with the bank who mis-sold the Card Protection Product in the first place, to see if they can assist. I think this is likely to be Miss H's most likely chance of success in receiving the payment she is chasing.

### **My final decision**

For the reasons outlined above, I don't uphold Miss H's complaint about Card Protection Plan Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 4 December 2023.

Josh Haskey  
**Ombudsman**