

The complaint

Mr K has complained that Santander UK Plc paid out three cheques which he says had the amounts altered.

What happened

Mr K had some work done on his home. He paid for the work with three cheques. He says he meant to pay the workers £650 in total. But the cheques totalled £1,100. He would like the £450 difference to be reimbursed.

Santander examined the cheques and found no evidence they'd been altered. And Mr K had no invoice, receipt, or other evidence that they should've totalled £650. So Santander didn't agree to reimburse him. Santander contacted the receiving banks to see if they could send back the funds, but the receiving banks confirmed none of the funds remained.

Our investigator looked into things independently and didn't uphold the complaint. Mr K didn't agree, so the complaint's been passed to me to decide.

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.

As far as I can see, there was nothing which should've flagged as unusual or suspicious about these cheques, nor anything which indicated they needed additional assessment.

And having looked carefully at the cheques, I've found no evidence that they were altered. There is no indication that any of the writing was changed, the amounts written in text match the amounts written in numerals, the writing matches up well to the handwritten letters which Mr K sent us, and I've not found anything of concern about these cheques.

Further, Mr K wasn't able to provide any invoice, receipt, or other evidence to support that the amount should've been lower.

So I have no basis on which to conclude that the cheques were altered or that the amounts on them were wrong. And I can't see that Santander had any basis to decline the cheques.

I've also considered what Santander did to try to recover Mr K's money after he told them he thought this was a scam. They asked the receiving banks if they would reimburse the funds on a best endeavours basis, which was reasonable. But the receiving banks confirmed that none of the funds remained, so there was nothing which could be sent back to Mr K. And there was nothing more that Santander could reasonably do on that front.

So I cannot fairly or reasonably tell Santander to reimburse Mr K. I realise that this will come as a disappointment to Mr K, though it is not my intention to disappoint him. But given the evidence at hand, I'm unable to reasonably reach any other conclusion.

My final decision

For the reasons I've explained, I don't uphold Mr K's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 13 February 2024.

Adam Charles
Ombudsman