

## **The complaint**

The estate of Mr M complains that Santander UK Plc (“Santander”) won’t refund a payment of £4,000 made by cheque from his account before he died.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat everything again here. In brief summary, the representative of Mr M’s estate (“Miss K”) was helping Mr M go through his finances prior to him passing away. They noticed a cheque stub in his Santander cheque book for £4,000, which he didn’t recognise, so he disputed the payment with Santander.

Santander explained that the £4,000 payment was made to an account held in the name of Mr M’s ex-partner. It also showed that the signature used on the disputed cheque matched the signature used on multiple other cheques that hadn’t been disputed, indicating that it had likely been signed and authorised by Mr M at the time. So, it said it wouldn’t be refunding the payment. Unhappy with this, Miss K brought the complaint to our service on behalf of Mr M’s estate.

Our investigator didn’t uphold the complaint. She said it wasn’t possible to properly determine the nature of the payment given that Mr M and his ex-partner had both since died. And given the signature used on the cheque matched the signature used by Mr M on other undisputed cheques, she didn’t think Santander had acted unreasonably by failing to refund the payment to Mr M’s estate. Miss K disagreed, so the matter has been escalated to me to determine.

## **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 agree with the conclusions reached by the investigator and have decided not to uphold it for the following reasons:

- Generally, if a bank cannot show that a payment was authorised by the account holder, it will be liable to refund it. In this instance, Santander has shown that the £4,000 payment was made by cheque from Mr M’s account, and authorised by signature. I appreciate that Miss K doesn’t consider the signature to be Mr M’s, but Santander has shown that the cheque matches the signature and handwriting of numerous other cheques issued from Mr M’s account that had not been disputed.
- I understand Miss K also considers these other cheques could potentially be fraudulent as well. But none of these were disputed at the time, which would be unusual if they hadn’t been authorised by Mr M in light of how many cheque payments there were. And given Mr M has now sadly since passed away, it would be very difficult to sufficiently determine what the cheques were for and whether they had been authorised or not. Seeing as they hadn’t been disputed by Mr M at the time, it seems more likely than not

that the cheques were made out and authorised by him.

- As a result, I'm not persuaded Santander has acted unfairly by declining to refund the disputed £4,000 cheque, as I'm satisfied it has provided enough evidence to show it was more likely than not to have been authorised by Mr M. I understand that Miss K disputes this, but I'm afraid there's very little other persuasive evidence to suggest otherwise.

I appreciate this will likely come as a disappointment to Miss K, and I'm very sorry to hear about the loss of her family member. I don't underestimate how difficult this time must have been for her. But in the circumstances, I'm afraid I cannot fairly or reasonably ask Santander to take any further action.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr M to accept or reject my decision before 15 April 2024.

Jack Ferris  
**Ombudsman**