

The complaint

Mr G complains about mis-information he was given by Santander UK Plc (Santander).

What happened

Mr G has a current account with Santander. In August 2023 he called customer services to ask how long it would take for a US cheque to clear. He was told 10 days and that he could deposit the cheque at his local branch.

Mr G visited the branch and asked to deposit the cheque. He was told the branch couldn't do it and he'd need to post the cheque, which Mr G arranged to do.

Santander received the foreign cheque on 22 August and started the clearance process. On 6 September Mr G contacted Santander to ask where his funds were. He was told that it could take up to 8 weeks for a foreign cheque to be cleared, not 10 days.

Unhappy, Mr G complained. Santander responded and acknowledged that the customer service adviser had given mis-information. They paid Mr G £100 for the distress and inconvenience caused.

Mr G remained unhappy, he brought his complaint to this service. He said the mis-information meant he'd lost out on financial commitments – such as emergency dental treatment, holidays, a new car, amongst other things.

The investigator considered Mr G's complaint points, she agreed the customer service adviser had given incorrect information – but she thought the £100 compensation offered fairly reflected the distress and inconvenience caused.

Mr G disagreed. He maintained that the mis-information meant he wasn't able to do any of the things he'd planned to do with the funds, he also said he had to call and chase Santander throughout the whole process. This didn't change the investigator's mind and Mr G continued to disagree, so the complaint has been passed to me to consider.

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've reached the same outcome as the investigator for broadly the same reasons.

I note Mr G has made detailed submissions about his complaint. I'd like to reassure him that I have read all his submissions, along with Santander's - but my decision focuses on what I consider to be the main issues.

Santander accepts that it provided incorrect information to Mr G, when he called up to ask how long it would take for his foreign cheque to be cleared. But, it has also said that the terms and conditions of Mr G's account provides information about the foreign cheque

clearing process and it provides further information on its website.

I've checked the terms and conditions of the account, and they explain that a foreign cheque can take up to 2-8 weeks to clear. But, I think it's fair to assume that Mr G called Santander because he didn't know the answer to his question and he was hoping to be given the correct information.

So, I agree Mr G was given incorrect information about how long it would take for his cheque to clear. But, I don't think Santander were able to do anything to speed the process up once the cheque had been received by it. And I'm satisfied the funds reached Mr G's account within the timescales detailed in the terms and conditions.

I've then considered the impact this mis-information has had on Mr G.

Mr G said because he was led to believe the funds would be accessible after 10 days – he made plans to use the money for emergency dental treatment, a holiday, a new car and any left over would go into a savings plan. Because he didn't receive the money when he expected, he said that he couldn't do any of the things he planned to. This caused significant distress and inconvenience to him.

He also said he spent time calling Santander trying to find out what was going on with his money and then subsequently his complaint.

I don't doubt the mis-information about the timescales and process caused Mr G frustration and inconvenience. But, I've looked at the evidence he has provided and I don't think Mr G has lost out financially as a result of it.

I can see Mr G had dental treatment that he paid for after each appointment, but it doesn't look like he had an appointment that wasn't paid for, or that he had to borrow money to pay for it while he waited for his cheque to clear. Equally, I haven't seen evidence of any holidays or cars that he intended to buy. So, I don't think Santander needs to pay any money to Mr G for financial loss.

But, I do agree that this situation will have caused some loss of expectation, and Mr G will have been inconvenienced as a result of the information he was given. Santander has paid Mr G £100 to reflect this and taking everything into account, I think this amount of compensation is fair and reasonable. As such, I don't think Santander needs to do anything further.

My final decision

For the reasons I've explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 April 2024.

Rachel Killian
Ombudsman