

## **The complaint**

Mr S complains that Santander UK Plc ("Santander") provided incorrect information that said he could pay a foreign cheque into his account at a branch. He says he was inconvenienced by this as he attended two branches of Santander only to be told he had to send his cheque to Santander by post. Mr S wants Santander to update its website and pay his travelling costs.

## **What happened**

Mr S wanted to pay a foreign cheque into his Santander current account. Mr S says he searched in a search engine "Santander pay in foreign cheque". The search engine returned "Foreign Cheque Deposit Terms and Conditions" and when he clicked on the link the terms and conditions stated under the general conditions that:

- (a) You can ask to deposit a Foreign Cheque at any Santander branch in the UK.

Mr S attended two different branches of Santander where he was told that he had to send in his cheque by post.

Mr S complained to Santander about this. Santander didn't uphold his complaint regarding this. Santander says its website provides the correct information about how to pay in a foreign cheque following the directions [Santander.co.uk](http://Santander.co.uk) > Personal > Support > Cheques > Foreign Currency Cheques > Making international payment link > Foreign currency cheques/drafts where it states that foreign cheque deposits must be sent into us via the postal address. Santander explained that search engines aren't up to date with information at all times and to ensure Mr S received the correct information he would need to go direct to its website.

Mr S was dissatisfied with this and brought his complaint to this service.

Once one of our investigators looked into Mr S's concerns but didn't think Santander needed to do anything more or make changes to its website as search engines collate information from various sources added to its database before a response is given to a user undertaking a search and Santander has no control over this. From what they'd seen the information provided was out of date and it wasn't unusual for a bank's terms and conditions to change over time.

Mr S disagreed and asked for an ombudsman's decision on the matter.

## **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.

It might help if I explain here my role is to look at the problems Mr S has experienced and see if Santander has done anything wrong or treated him unfairly. If it has, I would seek – if possible - to put Mr S back in the position he would've been in if the mistakes hadn't happened. And I may award compensation that I think is fair and reasonable.

And having considered all the evidence, I'm in agreement with our investigator and I don't think Santander has done anything wrong or that there is anything much more of use that I can add.

I've clicked on the link provided by Mr S and was able to find the information needed to pay in a foreign cheque in four clicks under the heading "How do I pay in a foreign-currency cheque or draft?" where it explains - in-line with the advice Mr S was given when he visited a branch of Santander – that he had to send in the cheque to it and provides the address. Alternatively, one can search how to pay in a foreign cheque in the search box on Santander's website which returns the same information.

I accept that the search engine Mr S used returned incorrect information on this in the form of out of date terms and conditions and that is unfortunate, but I don't think Santander can be held responsible for this as I don't think it is an error on its part – it's not unusual for terms and conditions to change or for banks to provide copies of these as a customer may need to understand the terms and conditions that applied to a product when it was taken out.

So, it follows that as I'm satisfied Santander provided the correct information to Mr S regarding the payment in of foreign cheques when asked directly and on its website, and that there is nothing more for it to do and so I do not uphold this complaint.

### **My final decision**

For the reasons I've explained I've decided not to uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 June 2024.

Caroline Davies  
**Ombudsman**