

## The complaint

Mrs P, who resides overseas, is unhappy with the service she received from Santander UK Plc surrounding a foreign currency cheque that she submitted to Santander.

## What happened

Mrs P has said that she contacted Santander from overseas and asked if they would accept a cheque in a specific foreign currency. Santander confirmed to Mrs P that they would accept a cheque written in that specific foreign currency, and Mrs P posted a cheque to Santander as a result.

Mrs P sent the cheque by tracked delivery and received confirmation from the courier that the cheque had been delivered to Santander on 16 January 2024. However, when Mrs P called Santander a few days later, she was told that the cheque couldn't be located by them. And over the next several weeks, Mrs P made several calls to Santander chasing an update on the cheque she had sent.

Eventually, Mrs P was told that the specific foreign currency that she'd written the cheque in was not a currency that Santander could accept. And because the cheque hadn't been processed by Santander, this meant that there was very little information available to the Santander telephony agents with whom Mrs P spoke, which meant that Mrs P didn't receive accurate information from Santander about what was happening with her cheque.

After a few weeks, Mrs P was told that Santander wouldn't accept the cheque and that it had been returned to her. Mrs P wasn't happy about this, especially as she never received the returned cheque from Santander. So, she raised a complaint.

Santander responded to Mrs P, but they had no record of ever telling her that a cheque in the specific foreign currency in question would be accepted by them. Santander also didn't feel that they'd done anything wrong regarding how they'd handled Mrs P's cheque once it had been received by them. Mrs P wasn't satisfied with Santander's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. They didn't feel that Santander had acted unfairly by not accepting the cheque. But they felt that Santander should have been more proactive in reaching out to Mrs P once they know that they wouldn't accept the cheque, and they felt that some of the worry and concern that Mrs P had experienced through not knowing whether the cheque had been received by Santander could have been avoided if the relevant team in Santander had taken the time to update her.

Because of this, our investigator recommended that this complaint should be upheld, and that Santander should pay £175 compensation to Mrs P for the trouble and upset she'd incurred. Mrs P didn't accept the view of this complaint put forward by our investigator and felt that a higher award of compensation was merited. So, the matter was escalated to an ombudsman for a final 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.

Santander have said that they have no record of ever telling Mrs P that they would accept a cheque written in the specific foreign currency in question. Conversely, Mrs P says that she was told by Santander that they would accept such a cheque and that she posted the cheque to Santander on the basis on being told that it would be accepted.

Regardless of whether Mrs P was or wasn't incorrectly told by Santander that they would accept her cheque, I feel that Santander could and reasonably should have acted in a more customer focussed way upon receiving Mrs P's cheque.

Santander have explained that the probable reason that their telephony agents weren't able to give an accurate update to Mrs P when she called was because the fact that cheque hadn't been processed by Santander meant that there were no actions regarding the cheque on Santander's systems to inform their agents as to what was happening. And Santander also note that the fact that the specific currency in question wouldn't be accepted by them wouldn't have been generally known by their telephony agents.

I'm not sure it's reasonable for Santander to say that they did little wrong here while stating that their agents didn't have knowledge (or access to knowledge) about the specific foreign currency involved. And I would reasonably expect a Santander agent to either have been able to access internal information about that currency or to have been able to direct relevant questions on Mrs P's behalf to a team that would have that information.

Had it been possible for Santander's agents to have correctly informed or directed Miss P, or indeed if a member of the relevant team at Santander had proactively reached out to Mrs P and told her what was happening, then I feel that may have led to Mrs P gaining an understanding of the situation surrounding her cheque much sooner than she did.

But the above didn't happen. Because of this I feel that Santander didn't provide Mrs P with the standard of service that she should fairly be entitled to expect here. And I'll be upholding this complaint in Mrs P's favour on that basis.

Regarding the fact that Santander didn't accept the cheque that Mrs P sent because of the currency it was written in, I'm satisfied that this is a commercial decision that Santander are entitled to make.

Santander have demonstrated to my satisfaction that they returned the cheque to Mrs P on 30 January 2024 by posting it to the UK address they held on file for her at that time. But Santander's records also show that Mrs P updated her address with Santander on the following day, 31 January 2024, meaning that the returned cheque wasn't received by Mrs P.

I've considered that Santander took two weeks to return the non-accepted cheque to Mrs P. This seems like a somewhat excessive amount of time to me. But I note that if Santander had tried to return the cheque to Mrs P sooner than they did, then the outcome would have been the same here – the cheque would still have been posted to an address that Mrs P was no longer associated with. And, ultimately, it isn't Santander's fault if Mrs P didn't update her address with Santander in a timely manner.

I do, however, feel that when Mrs P updated her address on 31 January 2024, that Santander should have recognised that post had been recently sent to Mrs P which wouldn't likely arrive, and so should have reached out to Mrs P and informed her of this. And I confirm

that I've taken this point into account when considering my instructions to Santander.

All of which means that I don't feel that Santander acted unfairly or unreasonably in not accepting the cheque or in how they attempted to return it to Mrs P. But I do feel that Santander could and should have provided a better standard of customer service to Mrs P surrounding the non-acceptance and attempted return of her cheque.

In their view of this complaint, our investigator recommended a compensation amount of £175 for the customer service issues that Mrs P had encountered. Matters of compensation can be subjective. But upon consideration, while I acknowledge that Mrs P will disagree, I feel that the £175 compensation amount recommended by our investigator does represent a fair outcome here.

In taking this position I've considered the impact of the poor customer service Mrs P received on her, as well as the general framework that this service uses when assessing compensation amounts, details of which are available on this service's website.

I note that Mrs P has said that she was very worried about whether Santander had received her cheque. But I also note that Mrs P had confirmation from the postal courier that the cheque had been delivered to Santander, such that I feel she should reasonably have been assured that her cheque had not been lost in the post and had been received by Santander.

Mrs P has also explained that she made 47 phone calls to Santander during the time she was trying to find out with them what had happened. Santander don't have a record of such a large number of calls being received from Mrs P, and Mrs P hasn't provided any proof of making these calls.

I hope that Mrs P will understand that an impartial party I must assess not only the impact of the events in question on the complainant, but also whether its reasonable for such an impact to have been incurred.

In this instance, 47 calls seems like an unreasonably excessive amount for Mrs P to have made to me. This is especially the case given that Mrs P was told by Santander's agents, (who as previously explained didn't have access to the correct information) that it could take several weeks for her cheque to clear and that she should wait for it to do so. As such, I wouldn't hold Santander accountable for any upset or inconvenience Mrs P may have incurred in making what I would consider to be an unreasonable amount of phone calls.

Finally, Mrs P has said that Santander's inability to provide accurate information to her about the status of her cheque and the poor customer service she received from Santander caused her to suffer severe emotional distress which manifested physically in several ways.

I can only sympathise with Mrs P if this were the case. But again, as an impartial party, I'm not convinced that it's fair to suggest that such a severe response would in all likelihood have been caused solely by Mrs P not being correctly updated on the status of her cheque by Santander. And I feel it's probable and likely in such a scenario that other factors present in Mrs P's life at that time may have played a contributing role.

Additionally, Mrs P hasn't provided any supporting evidence to confirm the many treatments that she said she embarked on because of Santander's actions. And ultimately, I'm not convinced that it would be reasonable to hold Santander accountable if Mrs P did have such an extreme reaction to the events that transpired here.

All of which means that I while I will be upholding this complaint, I'll be doing so only to instruct Santander to pay the £175 compensation to Mrs P as recommended by our

investigator and which Santander have already agreed to pay. I realise this won't be the outcome Mrs P was wanting. But I hope that she understands, given what I've explained, why I've made the final decision that I have.

### **Putting things right**

Santander must pay £175 to Mrs P.

### **My final decision**

My final decision is that I uphold this complaint against Santander UK Plc on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 10 October 2024.

Paul Cooper  
**Ombudsman**