

The complaint

Mr W has complained that Nationwide Building Society (“Nationwide”) refused to pay a Cheque issued in Euros into his current account.

Mr W is also unhappy with how the staff members spoke to him about the matter.

What happened

Mr W went to a Nationwide branch to pay a cheque that was issued in Euros into his account. However, Nationwide refused to process the cheque and told Mr W that it had changed its policy about accepting non-sterling cheques a number of years ago.

Mr W was unhappy that he’d not been informed about this change and was unhappy with how he was spoken to, so raised a complaint. Nationwide issued a summary resolution communication on 5 November 2024 confirming that the complaint had been resolved.

However, as Mr W didn’t accept the outcome on his complaint, he referred it to this service.

One of our investigators assessed the complaint and they didn’t uphold the complaint. As Mr W didn’t accept the investigator’s assessment, the matter was referred for an ombudsman’s 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.

Having reviewed everything, I don’t uphold this complaint. I will explain why.

In the circumstances, I can appreciate that it would’ve been frustrating for Mr W to discover that he couldn’t pay in his cheque with Nationwide. I recognise that not being able to pay the cheque in to his account has caused inconvenience to Mr W - especially as he will have to arrange for the payment to be reissued to him in a different format, so that he can receive the money. So, I do have some sympathy for the situation Mr W found himself in.

However, looking at Nationwide’s current account terms and conditions that were in place when Mr W went to pay the cheque in, under the *How to use your account* section it says:

“We do not accept:

- 1) Cash in a currency other than pounds sterling;*
- 2) Cheques in pounds sterling drawn on a non-UK bank; or*
- 3) Cheques in a foreign currency.”*

So what Mr W was told in branch was correct and in line with the terms and conditions that apply to his current account.

Nationwide has explained that it had changed its policy regarding how it processed payments in foreign currencies. And looking at Nationwide’s policy, it seems payments in a

foreign currency can only be received into a Nationwide current account using one of two electronic payments services – either via SEPA (if the payment is sent from within the Single European Payments Area, which it appears to have been) or via SWIFT (if the payment is being made from outside of the SEPA). But in terms of its change in policy, it is a legitimate exercise of Nationwide's commercial judgment to decide how it processes non-sterling payments. And so, whilst this is clearly frustrating for Mr W, at the same time I can't say that Nationwide's change in policy was unfair or unreasonable.

Mr W has said he was dissatisfied that he wasn't informed about the change in policy. Whereas Nationwide has explained that it updated its website and put a notification in branches. It said it took the decision to not accept foreign cheques many years ago.

Looking at archived versions of Nationwide's website, I can see that Nationwide has not accepted foreign cheques since March 2015. So, the change in policy is historic and was not recent. And, even if I thought that Nationwide should've informed Mr W directly about this at the time (unfortunately there is no evidence to say whether Nationwide actually did or not) - given how long ago the change took place - I can't be sure if he would've acted any differently - or indeed would've recalled such a change in policy in 2024 when he went to pay the cheque in. I say this especially as Mr W says he regularly goes overseas, and the change in policy didn't prevent him from being able to use his debit card to make payments when abroad. So the above limitation would only affect Mr W specifically if he received a foreign cheque. And given that it was not until 2024 that Mr W realised that Nationwide didn't accept foreign cheques, this suggests to me that this was not an overly important feature to Mr W (at least not until he actually wanted to pay one in that is).

Therefore, whilst I appreciate that this matter is frustrating for Mr W, I don't think that Nationwide has acted unfairly, unreasonably or incorrectly in not processing Mr W's cheque.

In his response to the investigator, Mr W has said that he has since returned the cheque to the issuer so that the money could be paid to him in sterling instead. Unfortunately, Mr W says that the cheque has since been lost and it costs him money each time he has to contact the issuer. I'm sorry to hear about the difficulties Mr W has faced. But ultimately the difficulties that Mr W has faced in returning the cheque is not something I can reasonably hold Nationwide responsible for. It is something that Mr W will have to resolve with the organisation who issued the cheque to him in the first place.

Finally, Mr W has said that he is unhappy with how the members of staff spoke to him. Unfortunately, I've not been provided with a recording of the calls and there is no record of what was said by the member of staff in branch. Therefore, I don't know exactly what was said or how it was said. So, I have considered what Mr W recalls of his conversations. Mr W says that Nationwide staff referred to Nationwide as a bank, rather than a building society. However, whilst that is factually incorrect, such an error is fairly minor in my view.

Mr W also said that he felt the member of staff was being condescending by saying: "*As I've already tried to explain to you*". It's difficult for me to reach any firm conclusions here. Because on the one hand the member of staff may've been condescending. But equally, if Mr W was not accepting what he was being told or the conversation was going in circles, then I can't say such a response would necessarily be unreasonable. But either way, whilst I accept that the conversation may not have gone as well as it could've, based on what Mr W has said about the conversation, I don't think that compensation would be warranted in the circumstances.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 13 March 2025.

Thomas White
Ombudsman