

## **The complaint**

Ms C is unhappy that Santander UK PLC declined a £30 purchase she attempted to make on two occasions.

## **What happened**

Ms C tried to make a £30 purchase, but it was declined by Santander, even though Ms C had enough money in her account to cover the purchase. Ms C tried to make the purchase again a short while later, but again it was declined by Santander. Ms C wasn't happy about this, so she raised a complaint.

Santander looked at Ms C's complaint and explained that the purchase attempts were declined because they were sent through as recurring payments, which aren't permitted on the type of account that Ms C holds. Ms C wasn't satisfied with Santander's explanation, and she confirmed that both purchases attempts had been made as one-off purchases, and not as recurring transactions. So, she referred her complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Santander had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Ms C remained dissatisfied, 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.

In instances such as this, where the positions of the complainant and the respondent business sit in contradiction with one another, I must decide which of the two versions of events I feel is most likely to have taken place, on balance, and in consideration of all the information available to me.

Ms C has explained that it wasn't the case that the purchase attempts in question were made as recurring transactions, which she understands aren't permitted on the type of account she holds with Santander. And she's provided an email from the merchant in question which states that the purchases weren't attempted as recurring purchases and so shouldn't have been declined by Santander.

But Santander have provided screenshots of their own systems which show that the purchases in question were described to Santander as being recurring transactions. And, ultimately, I find the evidence provided by Santander to be persuasive here.

I reach this position because I'm satisfied that Santander did receive information that indicated the purchases were being made as recurring transactions. And I feel it's more likely than not, on balance, and in consideration of all the information available, that any error here regarding the purchase information that Santander acted upon is likely to have been made by the merchant and not by Santander.

I note from the transaction list for Ms C's account surrounding the time of the purchases that Santander didn't incorrectly ascribe any other purchases that Ms C made as being recurring transactions, as I feel would be expected if the error lay with Santander. Rather, the only purchases described as being recurring transactions were the purchases Ms C attempted from the specific merchant in question. And I feel that this means its more likely than not that either the purchases were submitted as being recurring transactions, or that any error in the purchase information originated with the merchant.

I realise this won't be the outcome Ms C was wanting, but it follows that I won't be upholding this complaint against Santander or instructing them to take any further or alternative action here. I hope that Ms C will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 15 January 2024.

Paul Cooper  
**Ombudsman**