

## **The complaint**

Mr A is unhappy that Santander UK Plc wouldn't pre-authorise a transaction that he wanted to make, or that Santander didn't initially register his complaint about the matter as a formal complaint.

## **What happened**

Mr A wanted to make a purchase from an overseas vendor using his Santander account and was concerned that the transaction would be flagged by Santander's automated fraud prevention systems and not allowed to complete.

Because of this, Mr A called Santander and asked to pre-authorise the transaction, so that it wouldn't be flagged by their fraud prevention systems. But Santander said that it wasn't possible to pre-authorise a transaction as Mr A wanted. Mr A wasn't happy about this, so he asked to raise a complaint. And Mr A also wasn't happy that Santander initially refused to raise a formal complaint for him, and instead raised what Santander termed as a 'dissatisfaction'.

Santander responded to Mr A's complaint and reiterated that it isn't possible to pre-authorise a transaction as Mr A had wanted. Santander also explained that their advisor had followed the correct process when initially raising Mr A's concerns as a dissatisfaction rather than a complaint and noted that Santander treat and process a dissatisfaction in the same way as a complaint, including that a resolution letter is issued. Mr A wasn't satisfied with Santander's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Santander had treated Mr A unfairly as he felt was the case and so didn't uphold the complaint. Mr A 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.

Having done so, I'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

Importantly, because this service isn't a regulatory body, we don't have the remit or the authority to instruct a business to change how it operates. Instead, this service can only consider outcomes, and specifically whether those outcomes are felt to be fair or not. But in this instance, Mr A isn't complaining about an outcome.

I say this because Santander have shown that it wasn't the case that any purchases Mr A tried to make were flagged by their fraud prevention systems and prevented from completing. This means that the outcome that Mr A was concerned about – that his purchase wouldn't complete – didn't happen. Which means that there was no adverse outcome.

Furthermore, it's also the case that Mr A's unhappiness that Santander wouldn't allow him to pre-authorise a transaction was treated as a complaint by Santander, who did issue a formal complaint response letter to Mr A. And while Mr A may suggest that this only happened because he insisted that the matter be recorded as a complaint by Santander on their systems, Santander have also confirmed that had the matter been initially recorded as a dissatisfaction, that the same outcome would have occurred, because they treat a dissatisfaction in the same way as a complaint.

Upon consideration then, it seems clear that what Mr A is unhappy about here are Santander's processes. But, as explained above, this service has neither the remit nor the authority to instruct Santander to change its processes. And if it's the case that Mr A believes that Santander's processes are not in accordance with industry regulation, then he would need to take those concerns to the industry regulatory, which in this instance is most likely to be the Financial Conduct Authority ("FCA").

If it had been that case that Mr A's attempted purchase had been prevented from completing by Santander's systems, or if Santander didn't provide a formal response to his complaint, then these might be outcomes that I could have assessed the fairness of. But neither of these scenarios occurred. This means that there are no outcomes here about which Mr A is unhappy, which consequently means that there is no potentially unfair outcome here for me to consider.

All of which means that I won't be upholding this complaint against Santander or instructing them to take any further or alternative action. I realise this might not be the resolution Mr A had wanted, but I trust that he'll 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 Mr A to accept or reject my decision before 4 April 2025.

Paul Cooper  
**Ombudsman**