

The complaint

Mr M complains about the service provided to him by Santander Consumer (UK) Plc trading as Santander Consumer Finance ("Santander") following his request for a calculation in support of a conditional sale agreement ("agreement") early settlement figure it had provided.

What happened

In March 2022 Mr M entered into an agreement with Santander for a used car costing £25,319.00. Under the terms of the agreement, everything else being equal, Mr M undertook to make an advance payment of £9,426.00 followed by 30 monthly payments of £181.65 and 1 monthly payment of £13,872.00 making a total sum repayable of £28,747.50 at an APR of 9.3%.

In May 2022 Mr M, at his request, was supplied with an early settlement figure (by Santander) of £16,165.77.

In June 2022 Mr M, at his request, was supplied with an early settlement figure (by Santander) of £15,967.97.

In June 2022 Mr M settled his agreement by sending Santander the sum of £15,967.97.

On 23 June 2022 Mr M wrote to Santander asking for a calculation in support of its £15,967.97 early settlement figure.

On 19 August 2022 Mr M wrote to Santander again asking for a calculation in support of its £15,967.97 early settlement figure.

On 26 September 2022 Mr M wrote to Santander again for a calculation in support of its £15,967.97 early settlement figure.

On 10 November 2022 Santander sent Mr M an email in response to his earlier requests for a calculation in support of its £15,967.97 early settlement figure.

On 14 November 2022 Mr M wrote to Santander again asking for a calculation in support of its £15,967.97 early settlement figure by post, not by any other means.

In January 2023 and having not received a calculation in support of Santander's £15,967.97 early settlement figure by post Mr M complained to our service.

On 10 February 2023 Santander sent Mr M a calculation in support of its £15,967.97 early settlement figure by post and email.

On 20 February 2023 Santander issued Mr M with a final response letter ("FRL"). Under cover of this FRL Santander confirmed a calculation in support of its £15,967.97 early settlement figure had been sent by post and email and the figure of £15,967.97 was correct. However, it went on to say that its failure to provide this calculation sooner was poor service and for this it was prepared to pay £100.

Mr M's complaint was considered by one of our investigators who came to the view that Santander's early settlement figure of £15,967.97 was correct and its offer of £100 for the delay in providing a calculation in support of that figure was both fair and reasonable.

Mr M didn't agree and so his complaint has been passed to me for review and decision. In response to the investigator's view Mr M said, in summary:

- His complaint has never been about whether the early settlement figure of £15,967.97 was correct or not.
- His complaint is about Santander's repeated failure to answer his correspondence and to provide him with a simple and accessible explanation of how the figure of £15,967.97 was calculated.
- Santander has still not provided him with a simple and accessible explanation of how the figure of £15,967.97 was calculated.
- Santander should have to compensate him £300.00.

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's clear Mr M has very strong feelings about this complaint. He has provided detailed submissions in support of his view which I can confirm I've read and considered in their entirety. However, I trust that Mr M will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.

I appreciate Mr M doesn't agree, but I'm satisfied that in early February 2023 Santander provided him with what he had been asking for since late June 2022, that is a calculation in support of the early settlement figure of £15,967.97.

However, I also accept that Mr M shouldn't have been put to the inconvenience of having to chase Santander for such a calculation. So, I've gone on to consider what Santander should have to do to fairly and reasonably compensate Mr M for this inconvenience.

In my view Mr M should have received a calculation from Santander in support of its early settlement figure of £15,967.97 shortly after he sent his request for the same in late June 2022. And had he done so, he wouldn't have needed to write to Santander again.

So, I think it's only fair that Santander compensates Mr M for having to send four unnecessary letters between mid August 2022 and mid November 2022 (including the one he sent after Santander sent him an inadequate email response on 10 November 2022) and for him having to wait in the region of seven months for a calculation in support of the £15,967.97 early settlement figure, albeit I accept that Mr M doesn't agree what Santander sent him on 10 February 2023 was a sufficient response to his request(s).

Mr M is correct in that when considering what compensation a business should pay, regard needs to be given to any unnecessary time spent by a consumer in trying to obtain what they are entitled to. But we don't make awards based on units of time and everyone's time is equally precious. And this is regardless of what a consumer may earn or some other monetary measure – such as the national minimum wage.

I would also add that it's reasonable and necessary time spent by a consumer in trying to obtain what they are entitled to, not how much time they actually spent or say they spent, that I need to have regard to. Furthermore, we don't normally award anything for the time spent by a consumer in making complaint submissions to our service.

Again, I appreciate Mr M doesn't agree, but taking everything into account (including what I say above) I'm satisfied that payment of £100 for inconvenience is, in the particular circumstances of this case, entirely appropriate.

My final decision

My final decision is that Santander Consumer (UK) Plc trading as Santander Consumer Finance, to the extent it hasn't done so already, must pay Mr M £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 August 2023.

Peter Cook
Ombudsman