

The complaint

Mr F complains about the customer service that he's received from Santander Consumer (UK) plc, trading as Santander Consumer Finance, in connection with a conditional sale agreement under which a car was supplied to him.

What happened

I issued a provisional decision on this complaint in November 2024 in which I described what had happened as follows:

"Mr F entered into the conditional sale agreement in August 2021. He says that he advised Santander Consumer Finance about a change of address in February 2023 but it didn't update his address. Mr F contacted Santander Consumer Finance in April 2024 to get a settlement quote but wasn't able to log-in to his account. He complained to Santander Consumer Finance that his address hadn't been updated and about the difficulties that he'd experienced.

Santander Consumer Finance then asked Mr F to call it to make sure that his address was up to date as the information that he'd provided didn't match its records. Mr F's address was updated in May 2024 and a settlement quote was sent to him. Santander Consumer Finance responded to Mr F's complaint later that month and said that, as he'd been unable to provide any confirmation that he did contact it to update his address in February 2023, it was unable to uphold his complaint.

Mr F wasn't satisfied with its response so complained to this service. Santander then offered to pay him £75 compensation for the distress and inconvenience that he'd been caused (and a payment of £75 was made to him in July 2024) but Mr F said that it should also reimburse him for some of the solicitor costs which he'd incurred and which had been exasperated as a result of the actions of Santander Consumer Finance. One of this service's investigators said that he couldn't hold Santander Consumer Finance responsible for those costs. Mr F's complaint was then looked at by another of this service's investigators who, having considered everything, thought that it should be upheld. He recommended that Santander Consumer Finance should compensate Mr F a total of £150 for the distress and inconvenience caused. Mr F provided further information to the investigator and he then recommended that it should pay Mr F an additional £70 to contribute to the costs that he incurred as a result of its delay in providing him with the requested settlement figure.

Santander Consumer Finance didn't agree with the investigator's proposal and asked for this complaint to be referred to an ombudsman. It says that it accepted the original decision and had already settled it with Mr F; the investigator's comments regarding the timelines and case notes don't take into account the communication difficulties; it doesn't feel that it should be held liable for costs incurred by Mr F communicating with his solicitors; and whilst it understands that Mr F is experiencing difficult personal circumstances, the original decision was sufficient and no further action is warranted".

In his responses to my provisional decision, Mr F says that: he separated from his wife in November 2021 due to his mental health breakdown and he attempted suicide; he went to live with his father and Santander Consumer Finance changed his address; his wife filed for divorce in April 2022; he did contact Santander Consumer Finance in February 2023 to change his address; and he was offered compensation but he also stated that he should be reimbursed for some of his solicitor fees.

Provisional Decision

I set out my provisional findings in my provisional decision and said:

“The investigator has described in detail in his two recommendations what has happened. He said that he believed that Santander Consumer Finance could’ve and should’ve taken more proactive steps to update Mr F’s address after it became aware that it was incorrect in May 2024 and he thought that its handling of Mr F’s e-mails, along with his requests to file a complaint, generally were inadequate. He said that Mr F had explained how his situation with Santander Consumer Finance had aggravated his mental health and the disappointment and anger it had caused him, along with the external delays that the incident had to his ongoing divorce.

He recommended that Santander Consumer Finance should compensate Mr F a total of £150 for the distress and inconvenience caused. Santander Consumer Finance says that it had already paid £75 compensation to Mr F to conclude his complaint. I consider that the service provided by Santander Consumer Finance to Mr F in April and May 2024 fell below the standard of service that he would reasonably expect to receive and I consider that a total of £150 compensation, as was recommended by the investigator, is fair and reasonable compensation for those customer service issues. Santander Consumer Finance has already paid £75 compensation to Mr F so I find that it would be fair and reasonable for it pay him another £75.

The investigator then recommended that Santander Consumer Finance should pay Mr F an additional £70 to contribute to the costs he incurred as a result of its delay in providing him with the requested settlement figure. Mr F has provided invoices from his solicitor for professional charges in relation to his financial matters, the first dated at the end of April 2024 for £364.80 and the other dated at the end of May 2024 for £250.80.

Mr F tried to get a settlement quote in April 2024 but was unable to do so. I’m not persuaded that the issues that he had with logging-in to his account were caused by any failing of Santander Consumer Finance. There were then a number of service issues which led to the compensation of £150 that I’ve said should be received by Mr F, and he received a settlement quote in May 2024, 26 days after he’d first tried to get one. Mr F says that he had to exchange e-mails with his solicitor to explain the difficulty he was having in obtaining the settlement quote that the solicitor needed in connection with Mr F’s divorce. Whilst I appreciate the difficulties that the delay in obtaining the settlement quote may have caused Mr F, I’m not persuaded that Santander Consumer Finance should be liable for any of the costs that he was charged for the e-mails that he exchanged with his solicitor. I also appreciate the other difficulties that Mr F has described, but I find that it wouldn’t be fair or reasonable in these circumstances for me to require Santander Consumer Finance to pay to Mr F more than £150 compensation in total”.

Subject to any further comments or evidence that I received from Mr F or Santander Consumer Finance, my provisional decision was that I intended to uphold this complaint in

part and to require Santander Consumer Finance to pay an additional £75 compensation to Mr F.

Mr F has provided a detailed response to my provisional decision and he's had a phone call with another of this service's investigators. He says, in summary and amongst other things, that:

- marriage is a protected characteristic under the Equality Act 2010;
- his mental health status is a disability which is also a protected characteristic under the Equality Act;
- Santander Consumer Finance was made aware of his issues in April 2024 and he finds it alarming that it took until May 2024 to realise the problem;
- there doesn't appear to be a "*lessons learnt*" scenario here for Santander Consumer Finance to reflect on, and breach of legislation is a serious offence; and
- it took longer than 26 days for Santander Consumer Finance to provide him with a correct settlement quote as the quote that he received on 13 May 2024 contained his old address and he didn't get a settlement quote with the correct address until later in May 2024.

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.

I've listened to a recording of Mr F's phone call with the investigator and carefully considered it, together with the investigator's note of that call, and Mr F's responses to my provisional decision. It's clear that Mr F has very strong views about his complaint and the way that he's been treated by Santander Consumer Finance so I appreciate that this will be disappointing for him, but I'm not persuaded that I should change my provisional decision.

I said in my provisional decision that I considered that the service provided by Santander Consumer Finance to Mr F in April and May 2024 fell below the standard of service that he would reasonably expect to receive. It's clear that Mr F feels that he's been discriminated against because of his divorce proceedings and his mental health issues.

Marriage and disability are protected characteristics under the Equality Act which prohibits a person being treated less favourably than others because of a protected characteristic. But I'm not persuaded that Santander Consumer Finance has treated him less favourably than it would treat other customers because of his divorce proceedings or his mental health issues.

I consider that a total of £150 compensation, as was recommended by the investigator, is fair and reasonable compensation for the customer service issues that Mr F has experienced. Santander Consumer Finance has already paid £75 to Mr F and I find that it would be fair and reasonable for it to pay him a further £75.

Mr F says that Santander Consumer Finance should reimburse him for half of the amount that he was charged by his solicitor on its monthly invoices for April and May 2024 because he had to exchange e-mails with his solicitor to explain the difficulty that he was having in obtaining the settlement quote that the solicitor needed in connection with Mr F's divorce. He's provided copies of the invoices that he received from his solicitor in April and May 2024. Both say: "*To our professional charges in relation to your financial matters*"; and the April 2024 invoice is for £364.80 and the May 2024 invoice is for £250.80. No further information about the work performed by the solicitor is provided and there's no information to show the amount of the charges that relates to exchanges of e-mails about the difficulty that Mr F was having in obtaining the settlement quote. Nor am I persuaded that any

additional solicitor's charges are a direct and reasonably foreseeable consequence of the customer service issues that Mr F experienced. I find that it wouldn't be fair or reasonable in these circumstances for me to require Santander Consumer Finance to reimburse Mr F for any of the solicitor's costs that he's been charged.

The Financial Ombudsman Service provides an informal dispute resolution service and it tries to resolve complaints by customers about financial businesses by looking at what it considers to be fair and reasonable in the circumstances. It has no regulatory or disciplinary role over those businesses and its role isn't to punish a business if it's done something wrong. I'm unable to punish Santander Consumer Finance for the customer service issues that Mr F has experienced or to require it to change the way that it conducts its business.

Putting things right

I find that it would be fair and reasonable in these circumstances for Santander Consumer Finance to pay a further £75 to Mr F to compensate him for the distress and inconvenience that he was caused by its poor customer service. That's in addition to the £75 compensation that Santander Consumer Finance has paid to him. I'm not persuaded that it would be fair or reasonable for me to require Santander Consumer Finance to take any other action in response to Mr F's complaint.

My final decision

My decision is that I uphold Mr F's complaint in part and order Santander Consumer (UK) plc, trading as Santander Consumer Finance, to pay an additional £75 compensation to Mr F.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 February 2025.

Jarrold Hastings
Ombudsman