

## **The complaint**

Mrs A is unhappy with how Santander Consumer (UK) Plc trading as Santander Consumer Finance treated her when they terminated her agreement with them and repossessed the car they'd supplied her.

Mrs A has been represented during the complaint process by Mr S. For ease of reference, where appropriate, I will refer to any comments made, or any action taken, by either Mrs A or Mr S as "Mrs A" throughout the decision.

## **What happened**

In May 2023, Mrs A was supplied with a used car through a conditional sale agreement with Santander. She paid an advance payment of £1,499 and the agreement was for £8,751 over 60 months, with monthly payments of £199.50.

Mrs A stopped making payments to Santander after September 2023. After various attempts to contact her, on 8 November 2023 Mrs A advised Santander that she'd had to pay over £700 for replacement brakes and bearings, so she didn't have the funds to pay the missed payments. She also explained that she'd had a recent bereavement. Santander advised Mrs A they would pass the matter to a specialist support team to assist her.

The specialist team made multiple attempts to contact Mrs A, by phone and text message, but Mrs A didn't answer any of the calls, nor respond to the text messages. So, the specialist team passed the account back to be dealt with as normal. Santander then made further multiple attempts to contact Mrs A by phone and letter, again without response. So, in February 2024, they issued a default notice.

Mrs A contacted Santander on 7 March 2024, explaining how she wanted to address the arrears. However, she said that, due to her anxiety, she was unable to answer phone calls or open letters. She asked that Mr S be added to the account as her representative. Santander asked Mrs A for security verification so they could add Mr S as a representative, but she didn't provide this. And she again failed to respond to any requests for contact.

Santander issued a further default notice on 20 March 2024, and terminated the agreement on 19 April 2024. They then instructed recovery agents to repossess the car. On 7 May 2024, Mrs A responded to the March 2024 request for security verification, but the information she provided did not match Santander's records. They advised Mrs A of this on 8 May 2024, and the car was repossessed on 10 May 2024.

Mrs A complained to Santander as she didn't think they'd treated her fairly. Santander didn't uphold the complaint, so Mrs A brought the matter to the Financial Ombudsman Service for investigation.

After considering all the facts and evidence, our investigator thought that Santander had acted reasonably in the circumstances. So, they didn't think Santander needed to do anything more.

Mrs A didn't agree with the investigator's opinion. She said that her depression made it difficult for her to face the world effectively, and that she wasn't aware the direct debit had been cancelled after two failed attempts, so no further payments would be collected (although she acknowledged it was clearly stated in the agreement that this would happen).

Mrs A said that Santander should've passed the matter back to their specialist team when she asked that Mr S act as a representative for her, and that no further action should've been taken until the representative was in place. So, she thinks Santander acted unfairly by terminating the agreement when they did.

Mrs S was also unhappy with how the car was repossessed, and that this impacted her son's GCSE results as he was taking exams that day. She also said that she offered to pay all the outstanding arrears on the day of the repossession, but the collections agent wouldn't allow this. Finally, Mrs S provided comments about how Santander dealt with her complaint, and how she thinks this could've been managed better.

The investigator explained why they didn't think Mrs S's comments changed their view, and the matter has been passed to me to decide.

### **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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mrs A was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

Before I explain why I've reached my decision, I think it's extremely important for me to set out exactly what I've been able to consider here. In her comments to the investigator's opinion, Mrs A has complained about how Santander handled and responded to her complaint. But complaint handling is an unregulated activity and so, falls outside of our service's jurisdiction to consider. So, the way Santander handled Mrs A's complaint hasn't been considered as part of my decision.

When considering a complaint, I'm also only able to consider the impact on the customer of the financial business – in this case Mrs A. So, while the repossession of the car may have been upsetting for Mrs A's family members, as they aren't Santander's customers any impact they may have suffered also won't form part of my decision.

The basic facts of this case aren't in dispute – the missed payments, the default and termination notices, and the sheer volume of attempts Santander made to contact Mrs A about the situation. As such, I won't repeat or detail this within my decision. Instead, I'll address what I consider to be the key facts, and how these impacted Mrs A. In doing so, I would like to reassure both parties that I've fully considered all of the evidence received, and comments made, even if I don't specifically refer to anything they believe I should.

Mrs A made her last payment to Santander on 8 September 2023. After the direct debits for October and November 2023 failed, Santander stopped trying to collect by direct debit. Mrs A says she was not aware at the time that Santander had stopped the direct debit, even though she acknowledges their terms allowed them to stop these (if for no other reason than to avoid failed direct debit charges being applied to her bank account).

I appreciate that Mrs A was unable to deal with matters directly due to her depression and anxiety, which is why she stopped answering Santander's calls or opening their letters. However, I think it's reasonable that she would notice that her bank balance was higher than expected because payments weren't being collected. And I think it would've been reasonable for her to ask Mr S for assistance at that time, rather than leaving matters unattended and getting worse.

Santander first issued a default notice on 19 February 2024, and Mr S has confirmed he was aware of this on 7 March 2024, contacting Santander the same day. I've seen the email that was sent, which was from Mrs A's email address, and worded such that it read as if Mrs A had sent it. While it briefly explained the medical issues Mrs A was facing and asked if her brother was able to act as her representative, it provided no information about Mr S i.e. his name or any contact details. However, it did say that any correspondence received would be passed to Mr S to review.

Based on the contents of this email, I'm satisfied it was reasonable of Santander to believe the email had come from Mrs A, and not from Mr S as has later been confirmed. However, it was sent from an email address for Mrs A that Santander didn't have on file, and it asked that all future correspondence be sent to that email address.

Santander have a responsibility to ensure that they protect the data of their clients, so they asked Mrs A to complete some security questions, including confirming the email address she'd previously provided. I'm satisfied this was reasonable in the circumstances, and I wouldn't expect Santander to take any further action until they'd verified that the 7 March 2024 email was sent by (or on behalf of) Mrs A. Given this, I wouldn't expect them to pass the matter to a specialist team to deal with at this point.

Mrs A didn't respond to this email until 7 May 2024; and when she did, she provided a different surname and email address to those Santander had on file for her. As such, Santander were unable to verify the 7 March 2024 email was from Mrs A.

In the meantime, Santander continued to correspond with Mrs A, including sending out a further default notice, and notice of termination. The 7 March 2024 email confirmed that all received correspondence would be passed to Mr S to deal with. So, even though Mrs A hadn't responded to the request for security verification, this wouldn't have stopped her passing correspondence to Mr S, nor would it have stopped Mr S contacting Santander, either as himself or as if he were Mrs A (just as he did on the email of 7 March 2024). However, Santander received no further contact or payments. As such, I'm satisfied they acted reasonably by terminating the agreement and taking steps to repossess the car.

Turning now to the repossession itself, the collections agent would've attempted to contact Mrs A to make arrangements to collect the car. However, as Mrs A has already explained, she wasn't responding to any contact. But, again, this didn't stop her passing the correspondence to Mr S who she'd asked to assist on her behalf. After a period of non-contact, it's reasonable the collection agent would visit the property without a pre-arranged appointment in an attempt to repossess the car, which is what happened. While I appreciate this would always be inconvenient, as it was unexpected, I don't consider this course of action to be unreasonable.

Finally, Mrs A has said that she offered to pay the outstanding arrears to the collection agent, but they refused to take this. At the time of the repossession the agreement had been terminated. As such, there was no longer any option to pay just the arrears and recommence payments as there was no active agreement to make payments to. At that stage, had Mrs A wanted to keep the car, her only option would have been to repay the amount owing to Santander in full, not just the arrears.

In conclusion, and while I appreciate this will come as a disappointment to Mrs A, based on what I've seen I'm satisfied that Santander treated Mrs A with forbearance and due consideration when dealing with the arrears, termination, and repossession. As such, I won't be directing them to take any further action.

### **My final decision**

For the reasons explained, I don't uphold Mrs A's complaint about Santander Consumer (UK) Plc trading as Santander Consumer Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 17 September 2025.

Andrew Burford  
**Ombudsman**