

The complaint

Santander Consumer (UK) Plc trading as Santander Consumer Finance (Santander) provided Mrs B with a Conditional Sale Agreement (CSA) in 2019 for the purpose of financing a car. The amount of credit provided was £10,557. Mrs B says the credit provided was unaffordable.

Mrs B is represented in this complaint by a professional representative but, for ease, I'll refer to Mrs B directly throughout my decision.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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 considered everything, I'm not upholding Mrs B's complaint. I'll explain my reasoning below:

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Mrs B's case.

I've decided the credit was provided fairly because:

- The credit report carried out by Santander showed that Mrs B was managing her existing finances well, with monthly commitments to existing credit of £299, alongside a monthly mortgage commitment of £369.
- But I've not seen anything to show me that Santander gained an understanding of Mrs B's income or other essential expenditure before making their lending decision. I think they needed to have, so I don't think the checks Santander did before providing the credit were reasonable and proportionate.
- For the three months prior to the application, Mrs B's provided statements for one account covering some of that period, but not fully. She's been unable to provide any statements for another account she also held at the time.
- The statements I have seen show me Mrs B received around £1,500 each month from pensions income and a payment from a third party. She also received credits into her account from another account in her name.
- The statements show limited information regarding Mrs B's other essential expenditure, for example I'm unable to see the payment regarding her mortgage. But taking the mortgage payment into consideration, as well as her commitments to

existing credit, I've seen nothing to suggest she was likely to be unable to sustainably repay what she was being lent, without also leaving a reasonable amount to cover any other essential expenditure she might have.

- Mrs B also provided a copy of her credit report. While I can't be sure this was information Santander would have been aware of at the time, I can see the existing car finance payment she was paying for around £300 came to an end shortly after the agreement in question here was taken out. I think had this been discussed, it's more likely than not they'd have been told this was to be the case.
- In summary, based on the information I have, I don't have enough evidence to fairly say Mrs B was likely to be unable to sustainably repay what she was being lent.
- I don't think Santander acted unfairly in any other way.

This means I don't think Santander did anything wrong when it provided the CSA to Mrs B.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Santander lent irresponsibly to Mrs B or otherwise treated her unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Mrs B hoped for. But for the reasons above, I'm not asking Santander to do anything to put things right.

My final decision

My final decision is that I'm not upholding this 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 B to accept or reject my decision before 12 January 2026.

Sean Pyke-Milne
Ombudsman