

## **The complaint**

Mrs C complains that she was mis-sold her finance agreement in relation to a car that was supplied through a conditional sale agreement with Santander Consumer (UK) Plc trading as Santander Consumer Finance (SCF).

Mrs C has been represented on this complaint. But to keep things simple I'll only refer to Mrs C in my decision.

## **What happened**

In April 2022, Mrs C acquired a used vehicle through a conditional sale agreement with SCF. The cash price of the car was £47,000. An advanced payment of £5,000 is listed. So, the total amount financed on the agreement was £42,000 payable over 48 monthly repayments of £445.23 followed by a final repayment of £29,000. The annual percentage rate listed on the agreement was 5.9%.

Mrs C said that when she acquired the car it was presented to her as an interest free finance offer. She was later told the finance would be a standard Personal Contract Purchase (PCP) agreement. However, she said she's ended up with a different agreement altogether and one that has interest added. Mrs C says her credit file has been impacted by the different credit submissions made, and that was the reason why she couldn't have the original offer.

Mrs C says the situation has been very stressful, affecting her health. To resolve things Mrs C would like to end the agreement, return the vehicle and to have all interest and charges refunded, her credit file amended and compensation for the distress and inconvenience caused.

In June 2025, SCF issued their final response to Mrs C's complaint, which they didn't uphold. In summary, it said Mrs C signed a conditional sale agreement which had an interest rate of 5.9% attached to it. They said the dealership was no longer in operation, so they were unable to get any comments from them to support what Mrs C has said.

Unhappy with their decision, Mrs C brought her complaint to our service where it was passed to one of our Investigators to look into.

Mrs C told the Investigator that during the sales process the broker mistyped some information and the interest free offer appeared to be no longer available. The agreement was sent to her to sign, which she did, but said it wasn't explained to her fully and she felt pressured to sign it.

In September 2025, the Investigator issued their view. It recommended that Mrs C's complaint should not be upheld. In summary, the Investigator concluded that Mrs C was made reasonably aware of the agreement she was entering into and so considered SCF didn't misrepresent the finance agreement to her.

Mrs C didn't accept the Investigator's view and asked that her complaint be referred to an ombudsman for a final decision. However, Mrs C made the following points for consideration by the ombudsman. Mrs C said that she:

- as induced through misrepresentation of the finance agreement and interest rate. W
- as not made aware of the difference between the PCP and conditional sale agreement W
- as pressured into the sale due to lack of choice W
- as n't given a copy of the agreement, and it wasn't explained to her W

### **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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mrs C complains about a conditional sale agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mrs C's complaint about SCF.

Mrs C told us that she believes the finance agreement was mis sold to her because it was presented as a PCP agreement with an interest free offer, which led her to enter the agreement. Mrs C says she was told this during the sales process, but a keying error appeared to remove the offer, and the agreement she ended up with was a conditional sale agreement. She also feels the details of the agreement weren't fully explained to her which supports her assertion that she was mis led and pressured into it.

Mrs C feels she was misled into entering a conditional sale agreement which she didn't want and so I've considered whether SCF had mis represented the finance agreement to her.

I would consider a misrepresentation to have taken place if Mrs C was told a false statement of fact, that induced her into entering into the agreement when she otherwise would not have.

SCF have said the dealership has ceased operations, so they've been unable to obtain any comments or further evidence from them. So, I've relied on the information provided to us from Mrs C and from SCF.

The false statement of fact would be that the agreement was a PCP that was interest free. I think a reasonable person looking to enter into a finance agreement for a vehicle would consider the interest free element as an attractive offer. However, I've no evidence, besides what Mrs C has said, to say that Mrs C was told this. For example, I've seen no further documentation or advert with the offer on show.

SCF however, have provided a copy of the conditional sale agreement which was signed by Mrs C. So, I think it's reasonable to consider that Mrs C was given it prior to the agreement being taken out to review and sign it.

The Consumer Credit Sourcebook (CONC), which can be found within the Financial Conduct Authority's (FCA) handbook, says that a business must ensure that a communication or a financial promotion is clear, fair, and not misleading.

CONC 3.3.1 provides some examples which include ensuring that communication is clearly identifiable, is accurate and presented in a way that is likely to be understood, or that does not disguise, omit, diminish or obscure important information.

The finance agreement is titled *conditional sale agreement* on the front page. And under the cost information, also on the front page, it sets out the total charge for credit and the interest rate that is applied. Also on the front page, nearer the bottom, is where Mrs C had signed the agreement. Having considered this, I'm satisfied that Mrs C would have had the opportunity to consider the key information about the agreement prior to signing it.

I've considered that even had Mrs C been told the agreement would be a PCP with no interest, I think it's reasonable to consider that she would have been aware prior to signing it that what she was signing, was not a PCP agreement and that it had some interest added to it. The key information that Mrs C says was misrepresented to her was on the front page and set out in a reasonably clear format.

In addition, Mrs C said that she was aware prior to signing the agreement that the rate of interest had changed. This was discussed with the Investigator during a phone call in September 2025. So, I'm persuaded Mrs C would have known that the offer she was hoping for was no longer available.

So, from the information provided I'm satisfied the information presented to Mrs C, about the agreement, was reasonably clear, fair and not misleading. So, it follows that I'm satisfied the agreement wasn't misrepresented to Mrs C.

Mrs C says that she was pressured into taking the agreement, she said she'd sold her car and so needed another one, the agreement wasn't explained to her, and she wasn't given enough time to consider things.

I've already explained why I think Mrs C had enough information to decide if this was the agreement she was expecting, so I'm not persuaded she was pressured into it. For example, I've seen no evidence that an unreasonable deadline was applied to her signing it. It appears from what Mrs C has said, that she may have applied some pressure on herself having sold her existing car, and so feeling that she didn't have the time to reflect and consider her options.

Mrs C also said she wasn't provided with a copy of her agreement; however, Mrs C told our Investigator that the agreement was emailed to her to sign. So, I'm satisfied she was provided with a copy of the agreement to review, consider, sign and to hold on to if she decided.

As I've concluded that the finance agreement wasn't misrepresented to Mrs C and that SCF have acted fairly in the circumstances. I won't be asking them to take any action in relation to this complaint.

**My final decision**

My final decision is that I don't uphold Mrs C'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 C to accept or reject my decision before 8 December 2025.

Benjamin John  
**Ombudsman**