

The complaint

Mr F is unhappy about the support he received from Santander Consumer (UK) Plc trading as Santander Consumer Finance (Santander) when he was in financial hardship.

When I refer to what Mr F and/or Santander said or did, it should also be taken to include things said or done on their behalf.

What happened

In August 2021, Mr F entered into a conditional sale agreement with Santander to acquire a used car first registered in September 2016. The cash price of the car was around £9,868 and the total amount payable was approximately £12,104. The duration of the agreement was set at 60 months. Mr F paid an advance payment of £1,250. And there were 60 consecutive monthly payments of around £180.90 starting one month after the date of the agreement.

Mr F said that on 23 November 2024, he advised Santander he was not working and that this could affect his payments. Mr F said that instead of assisting him, they raised a complaint that was not required and did not offer any help to him. Rather than to offer forbearance or any support, they have chosen to bully, disregard, and ignore him until 18 December 2024.

Mr F said Santander referred him to a specialist team for support, but that team did not provide him with support or contact him for seven days. When they eventually did call him it was during inconvenient times and in particular during times when he was receiving phone calls for potential job opportunities. Mr F said he is unhappy as they ignored his request for callbacks after four pm and they ignored five complaints he submitted to them via their online complaint form and email. He said there was also numerous phone calls going nowhere, or being cut off deliberately. He felt that there was bullying behaviour from Santander and that they ignored statements about his health status.

On 3 December 2024, Santander wrote to Mr F and responded to Mr F's complaint. They said they replied to Mr F's initial email on 25 November 2024 which was less than one working day after his email which, they felt, was more than reasonable. They disagreed that Mr F would incur a charge for calling them as their telephone lines are free of charge.

Santander explained that Mr F told them they could call him at any time of the day and that there was no evidence of them being hostile towards his situation. They said they attempted to contact him on two occasions, but they did not get through to him. In this correspondence they also explained that Mr F's abusive language would not be tolerated by any of their agents. They concluded this correspondence by saying they are unable to uphold his complaint as they tried to assist him, but as there was no contact, the complaint was closed.

Santander also wrote to Mr F on 15 January 2025. This was following Mr F's complaint about receiving communication that his account was being passed to Santander's debt management company. In this correspondence, Santander confirmed that Mr F's account was not being transferred to a debt management company. They apologised for the

inconvenience the matter had caused Mr F and, in recognition of their error, they said they would like to offer £50 compensation to him.

On 17 March 2025, Santander wrote again to Mr F. In this correspondence they said that when a complaint is raised, they will formally give a response and, once all points have been addressed, the complaint is closed and Financial Ombudsman Service (Financial Ombudsman) rights are given. At this point, they would not expect members of the team to engage over points already addressed. In this correspondence they also explained that their financial support department offered all options available to Mr F and that he was the one that declined the available options. But they did say that Mr F experienced poor service from one of the advisors so they said they will issue £50 compensation to him.

Mr F was not happy, so he referred his complaint to Financial Ombudsman.

Our investigator was of the opinion that Santander followed the Financial Conduct Authority (FCA)'s guidelines around forbearance and due consideration when dealing with Mr F, but the investigator felt that they could have provided better customer service when they were communicating with Mr F. As such, the investigator felt that Santander should pay Mr F £100 compensation to reflect the distress and inconvenience caused.

Mr F disagreed with the investigator. So, the complaint has been passed to me to decide.

After reviewing the case, I issued a provisional decision on 1 August 2025. In the provisional decision I said:

“What I’ve provisionally 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.

Mr F told us a lot about his personal circumstances, including his health, and I know this has been a very difficult time for him. So first, I would like to express my considerable sympathy for the position Mr F is in.

Before I continue, I would also like to explain that where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances. And when I am considering what is fair and reasonable, I need to take into account the relevant rules, guidance, the law, and, where appropriate, what would be considered to have been good industry practice at the relevant time. Mr F acquired the car under a conditional sale agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements.

Mr F has provided a lot of information, but I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

Also, I am only considering the aspects Santander are responsible for and ones I am able to look at. So, I cannot look at certain actions and/or inactions of Santander which Mr F might be unhappy about, such as issues that may be solely about complaint handling, which in itself is not a regulated activity that the Financial Ombudsman can consider. However, I can look at Mr F’s complaint about the customer service he received which is ancillary to his

overall dissatisfaction with how he had been treated by Santander in respect of his potential customer relationship with them as a provider of a credit product. However, I am only looking at the events that have been raised by Mr F with Santander, the ones they had an opportunity to address in their correspondence sent to him on 3 December 2024, 15 January 2025, and 17 March 2025.

Lately, Mr F has mentioned that he experienced issues with the quality of the car, and he said he is unhappy about how Santander dealt with him when he contacted them about these. But under this complaint I will not be commenting on that. If Mr F has already raised this with Santander, and if he remains unhappy with their response, this is something he would need to raise as a separate complaint at our service.

In addition, Mr F has mentioned that he is unhappy with some of Santander's processes or believes that certain individuals should be reprimanded at Santander and that they should explain their actions. I would point out that it is not within the remit of the Financial Ombudsman to tell Santander how they should structure their internal processes, or who they should employ. But I can look at whether this process, or Santander's actions/inactions, meant that Mr F was treated unfairly or unreasonably.

In summary, Mr F's main complaint points are:

- Santander did not assist him and/or offer any help to him, and rather than offer forbearance or any other support they chose to bully, disregard, and ignore him until 18 December 2024 after he told them he was not working on 23 November 2024. And instead of providing forbearance to him, they raised a complaint;
- Santander's specialist support team did not provide him with support or contact him for seven days;
- Santander was contacting him at inconvenient times;
- Santander ignored his request for callbacks after four pm and they ignored five complaints he had submitted to them via their online complaint form and email;
- Mr F said he received bullying behavior from Santander and that they ignored statements about his health status including discrimination against him over his health issues and his marriage/separation;
- Santander failed to call him back when he would cut the call short due to another call coming through, which Mr F said may have been a job possibility.

As such, I have considered all the things Mr F has told us about while determining whether Santander provided him with enough support when he was in financial hardship, and while assessing if Santander have treated Mr F fairly when dealing with his conditional sale agreement. I've also thought about the relevant rules and guidance at the time.

When thinking about whether Mr F has been treated fairly, I've considered that Santander needed to pay due regard to the interests of their customers and treat them fairly. I also considered guidance such as the FCA – Consumer Credit Sourcebook (CONC), and in particular CONC 7, which say that firms should treat consumers in default or in arrears difficulties with forbearance and due consideration.

Treating consumers with forbearance would include such things as considering suspending, reducing, waiving, or cancelling any further interest or charges, allowing deferment of payment of arrears, accepting no payments, reduced payments or token payments for a reasonable period of time, and/or agreeing a repayment arrangement that allows the customer a reasonable period of time to repay the debt.

And from what I've seen, it looks like Santander was trying to help Mr F, by treating him with

forbearance and due consideration. I say this because, after Mr F told them that he might have difficulties making payments towards the finance agreement, they offered to suspend his payments for two-months, and they also waived late payment charges/fees when he made his payment late. Santander were also trying to get a better understating of his circumstances to see how they could help. They explained to Mr F that for this to happen, an Income and Expenditure form would need to be completed. However, I cannot see that Mr F has taken the time to provide specific information about his financial circumstances to them. But I agree with Mr F that maybe Santander could have offered the above help sooner than they did and could have done more to explain what his options were. I can see this, most likely, causing Mr F distress and inconvenience at a difficult time for him.

However, when deciding what compensation should be paid to reflect the impact of the above on Mr F, I have also considered that he could have taken more steps to mitigate his circumstances. I say this because even though there were some calls that were terminated without explanation by Santander there were also a lot of calls that were terminated by Mr F, and overall, both sides contributed to the communication not being as effective as they could have been.

When thinking about what compensation Santander should pay Mr F, I also thought about the distress and inconvenience Santander caused Mr F on two other occasions. On one of those occasions, they sent him correspondence stating that his account was being passed to Santander's debt management company. On another occasion, they forwarded to him an internal email where he was referred to as a 'serial complainer'. Both of those situations have caused Mr F distress and inconvenience during a time when he experienced significant health issues and financial hardship he has told us about, which Santander would have been aware of. I know that Santander offered to pay Mr F £50 on each of the two occasions, but I think a total of £300 would more fairly reflect the impact of everything that has happened to Mr F.

Also, Mr F said that Santander discriminated against him due to his health issues and his marital/separation status. So, I think it is important for me to explain that it is not my role to say whether Santander have breached the Equality Act 2010 (2010 Act). This is because this is a matter to be decided by the courts, and not our service. I've taken the 2010 Act into account when deciding this complaint, as it is relevant law, but I've ultimately decided this complaint based on what is fair and reasonable considering the circumstances of this case. If Mr F thinks that Santander breached the 2010 Act, then he will need to go to court. I know that Mr F feels that Santander has not dealt with him fairly because he feels they have treated him differently/unfairly when compared to other customers. But I've not seen enough evidence to say that, most likely, their actions have been unfair in that way.

My provisional decision

For the reasons given above I intend to direct Santander Consumer (UK) Plc trading as Santander Consumer Finance to pay Mr F a total of £300 for the distress and inconvenience caused."

Following the above I asked both parties to provide me with any additional comments or information they would like me to consider by 15 August 2025.

Mr F replied with further submissions, which I will address below.

Santander replied and said they do not have anything further to add.

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 reply to my provision decision, Mr F said that he asked Santander what his options were regarding the support, so he said that he cannot understand why they could not email him. He said that, in my provisional decision, I made him clearly aware of his options so he feels that Santander should have been able to do that as well. Again, Mr F reiterated that he was ignored until 18 December 2024. He also told us about how he contacted the FCA who told him that he should ask for the forbearance.

Overall Mr F said that he is unhappy with the options he was given by Santander, and that sometimes he was being placed on hold for lengthy amount of time, when he could not wait that long. He still feels that they were being unfair, unprofessional, uncaring and unreasonable. He disagrees that he could have done more and, he said, this was at a time when he was trying to find a job at the same time. As part of his response to my provisional decision, Mr F also said that he has a mental health condition, so I should have referred to it as such in my provisional decision. He added that job searching can be hard, stressful, and deflating, and he feels that I did not put that into perspective. He also said that at the time he was still going thru a divorce. Plus, he said that financial difficulties can cause depression and in turn suicidal thoughts. Mr F also elaborated further on his health and said that, as a mental health issues are invisible, they should be clearly stated, and he feels that Santander has ignored his situation.

I have considered all of Mr F's further submissions, but I would like to remind him that I have summarised his complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. But I have focussed on everything that is central to me reaching, what I think is, the right outcome. This reflects the informal nature of our service as a free alternative to the courts. Also, when I was referring to his health I did take into consideration everything he told us, including what Mr F told us about his mental health.

Having considered everything again, I still feel that Santander was trying to help Mr F by treating him with forbearance and due consideration because, as mentioned in my provisional decision, they offered to suspend his payments for two-months and they also waived late payment charges/fees when he made his payment late. They also tried to get a better understating of his circumstances to see how they could help, but that required an Income and Expenditure form to be completed. In this case, I cannot see that Mr F has taken the time to provide the specific information about his financial circumstances to them.

However, I do agree with Mr F that Santander could have offered the above help sooner. I think Santander could have done more to explain what Mr F's options were. I can see this, most likely, caused Mr F distress and inconvenience at a difficult time for him while he was looking for a job and dealing with other matters, such as his divorce. As such, I have taken his circumstances, including the things he told us about his mental health, when I considered if he could have taken more steps to mitigate his circumstances. However, I still feel he could have done more as a lot of calls were terminated by him. As such, I still feel that both sides contributed to the communication not being as effective as it could have been. So, I still feel that that a total of £300 fairly reflects the impact of everything that has happened to Mr F.

I know that Mr F feels Santander discriminated against him due to his mental health issues and his marital/separation status. However, it is not my role to say whether Santander have breached the 2010 Act. This is a matter to be decided by the courts. I've taken the 2010 Act

into account when deciding this complaint, as explained in my provisional findings, because it is relevant law, but I've ultimately decided this complaint based on what is fair and reasonable considering the circumstances of this case. If Mr F thinks that Santander breached the 2010 Act, then he will need to go to court. I know that Mr F feels that Santander has not dealt with him fairly because he feels they have treated him differently/unfairly when compared to other customers. However, I've not seen enough evidence to say that, most likely, their actions have been unfair in that way.

I know that Mr F is concerned about Santander's practices as a whole. Our service is not the financial services regulator and it is not my role to fine or punish a business for anything it may have done wrong. Instead, I'm required to decide whether in the specific circumstances of Mr F's complaint Santander needs to do anything to put things right for him. In other words, I need to determine whether he has suffered any financial loss or material distress and/or inconvenience as a result of anything Santander did wrong. And that is what I have done in my provisional decision and here.

Overall, considering everything, I see no reason to reach a different conclusion to what I reached in my provisional decision (copied above).

My final decision

For the reasons given above, and in my provisional decision, I direct Santander Consumer (UK) Plc trading as Santander Consumer Finance to pay Mr F a total of £300 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 October 2025.

Mike Kozbial
Ombudsman