

The complaint

Mrs B complains about the mis-sale of a fixed sum loan agreement she entered into with Santander Consumer (UK) Plc.

What happened

In November 2024, Mrs B entered into a fixed sum loan agreement for £1,095 with Santander. The loan was related to a warranty product.

Mrs B said she initially declined the warranty product but later agreed to it after being assured she could cancel it at any time, and the payments would be via monthly direct debit.

Mrs B wasn't happy that the arrangement was a three-year personal loan, she doesn't recall receiving or signing the loan agreement.

Mrs B said she cancelled the direct debit assuming this would cancel the policy, however, she's received arrears correspondence. Mrs B says her credit file has been negatively impacted, she experienced emotional stress and has spent significant time trying to remedy the issues. To resolve things, Mrs B wants to cancel the loan and receive a refund of payments and compensation for the distress caused.

In May 2025, Santander issued their final response to Mrs B's complaint which they didn't uphold. In summary it said at the point-of-sale Mrs B was given the time to review the agreement documents to consider what the product was.

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

In September 2025, our Investigator issued their view and recommended that Mrs B's complaint should not be upheld. In summary the Investigator concluded there was no evidence to suggest the agreement was mis-represented.

Mrs B didn't accept the Investigator's view. She responded to say she didn't receive a copy of the finance agreement and didn't sign it because she wouldn't have included her middle name in the signature

However, as the Investigator's view remained unchanged, Mrs B asked that her complaint be referred to an ombudsman for a final 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.

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 B complains about a fixed sum loan agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mrs B's complaint about Santander.

Mrs B feels she was misled into entering a fixed sum loan agreement she didn't want and so I've considered whether Santander had misrepresented the finance agreement to her.

Mrs B told us that she believes the finance agreement was mis sold to her because she was provided with incorrect information which led her to enter it. She said she wasn't given a copy of the agreement and didn't sign it, she also said she was told she could cancel it at any time. Mrs B believes this supports her assertion that she was mis led.

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

Santander's file submission included a copy of the signed finance agreement. The front page is titled "Fixed Sum Loan Agreement" and confirms that a warranty product was financed for £1,095, which is consistent with Mrs B's account of purchasing a warranty for that amount. It also states that she would make 36 monthly repayments of £38.81 and that, by signing, she agreed to the terms. At the bottom of the page, there appears to be Mrs B's signature.

Mrs B maintains she neither signed the agreement nor received a copy of it, and her response to the Investigator's view reinforces this claim. I've carefully considered her comments and acknowledge the strength of her conviction. While I accept that she may not recall signing or receiving the agreement, I consider it more likely than not that she did sign it and had the opportunity to review it beforehand.

Electronic signatures are commonly used for finance agreements because they tend to be efficient, secure, and convenient for both parties. They can often be completed by clicking an electronic button, which may automatically populate the signature field with the full name stored in the system. This means Mrs B may not have had to manually type her name to sign the agreement or enter her middle name; it's a likely scenario that the system being used could have inserted it based on the application details or related records.

I've seen no other evidence, for example in the form of recorded conversations or sales scripts, besides what Mrs B has told us that demonstrates what she was entering into wasn't a finance agreement.

The finance agreement details on subsequent pages, Mrs B's obligations to maintain the monthly repayments, and what the consequences would be for her failure to do so. I think the information on the agreement was made reasonably clear, and I'm satisfied from the information provided that Mrs B signed it, and in doing so would have had the opportunity to review it fully before doing so.

So, in the circumstances of this complaint, I don't consider Santander has made a false statement of fact which would have induced Mrs B into entering the agreement.

My final decision

My final decision is that I don't uphold Mrs B's complaint about Santander Consumer (UK) Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 January 2026.

Benjamin John
Ombudsman