

The complaint

Miss P complains that Seat Financial Services (Seat) were unable to tell her where her car was when it had been salvaged after an accident. And is unfairly charging her the settlement figure for the car. She would like the settlement figure written off due to Seat's poor customer service.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will 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 done so I have reached the following conclusions: -

- As I understand it after Miss P's car had been in an accident her insurance company wouldn't settle the claim as the accident was due to the driver being under the influence of alcohol. I appreciate the settlement sum Seat are asking Miss P to pay is a significant sum. However I have looked at the agreement she signed. As the agreement is only in her name she was responsible for the car and so is liable for any loss incurred as a result of the accident even though she wasn't driving the car at the time. I can only suggest that she seeks to come to an arrangement with the driver either directly or perhaps by court action.
- I have also seen in the agreement that on a total loss claim, if an insurance policy won't cover the cost, as is the case here, then Miss P would have to pay an amount equivalent to the value of the vehicle. So, I don't think Seat are wrong to seek to recoup its loss from Miss P. Neither was it wrong for Seat to forward a local authority bill for damage to the road to Miss P given she was responsible for the car.
- Miss P has told us she received a quote to sell the car for £1000 after the accident but wasn't able to obtain details of the car's location from Seat. We have asked Seat to clarify this but despite giving it sufficient time to do so it hasn't provided us with any information. However Miss P didn't own the car, Seat did as Miss P's agreement was a hire purchase agreement so it wasn't hers to sell.
- So whilst I think its frustrating Seat couldn't provide more information for Miss P on the whereabouts of her car this isn't a reason for Seat to write off the amount outstanding on her account.

My final decision

My final decision is that I don't uphold Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 13 January 2026.

Bridget Makins
Ombudsman