

## **The complaint**

Mr K complains that Santander Consumer (UK) Plc trading as Santander Consumer Finance (“Santander”) wrongfully attempted to repossess a car he acquired through a conditional sale agreement with them.

## **What happened**

In May 2023, Mr K acquired a used car using a conditional sale agreement with Santander.

Mr K said that a third-party acting on behalf of Santander attempted to repossess the car in June 2025. Mr K said it was extremely upsetting and that he didn’t receive any notice that they would attempt to repossess it.

Mr K said he was surprised as he believed his account with Santander was up to date and that he was only made aware later that Santander had instructed a third-party. Mr K said that he had made attempts to engage with Santander since, but he says they had been unhelpful.

Mr K complained to Santander, and they issued their final response to him towards the end of July 2025. Santander explained that that more than five payments had been missed and that it was no longer possible to reach an arrangement. Santander also explained that they thought the necessary procedures were followed and so they didn’t uphold Mr K’s complaint.

Unhappy with Santander’s response, Mr K referred his complaint to our service.

Mr K explained that he had since provided information to Santander in relation to his mental health condition. Among other things, Mr K strongly believed he either didn’t receive correspondence from Santander or that it arrived too late for him to take the necessary action.

Our investigator explained why he didn’t think Mr K’s complaint should be upheld, In summary, the investigator explained that given the amount of arrears that had accrued on the account and the steps he thought Santander took to make Mr K aware of the situation, he thought they had acted fairly and reasonably.

Mr K disagreed with the investigator’s view. Among other things, Mr K didn’t think Santander communicated with him in his communication preference. Mr K also said he wasn’t given the opportunity to rectify the missed payments that were due.

The investigator further explained that his outcome hadn’t changed. As Mr K disagreed with the investigator’s findings, the complaint was passed to me to decide.

## **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'm not upholding this complaint and I'll explain why below.

If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

This complaint is about a conditional sale agreement with Santander which is a regulated financial product. As such, we are able to consider complaints about it.

What I need to consider is whether Santander acted fairly and reasonably in terminating Mr K's agreement when they did and for the attempt in repossessing the car.

For me to make that finding, I have considered the terms and conditions Mr K agreed to by signing the agreement he took out with Santander. There is a section in the terms called, "*Our rights if you break any term of this agreement*". It goes on to say:

*"7.1 If you fall into arrears concerning repayment of this agreement by two or more of the repayments shown... and then you fail to comply with the default notice that we are required by law to send you, we can...*

*7.1.1 terminate this agreement... and... take back the goods and recover the amounts..."*

So, I think it is clear from the terms in what circumstances Santander may terminate the agreement held with Mr K and when they might attempt to repossess the car.

I can see from account notes and copies of letters Santander has provided, that Mr K was in arrears as early as October 2023. And at the time a Default Notice was issued to Mr K in November 2024. The default notice explained the next steps Santander may take if payment wasn't made on time. It explained that among other things that "*without further notice*" they would terminate the agreement and recover possession of the goods (that being the car in this instance).

Given that Mr K was several months in arrears at this time, and taking into consideration the terms of the agreement, I don't think Santander acted unreasonably or unfairly in issuing a default notice to Mr K. Santander then proceeded to issue Mr K a notice of termination in May 2025.

Mr K says he thought his account with Santander was up to date at the time an attempt was made to repossess the car. On the other hand, Santander say that several regular monthly payments had been missed. In the circumstances, I think Mr K ought to have been aware his account wasn't up to date, give that he hadn't made payment towards the car for some time. And I think, given the agreement he signed with Santander, he ought to have been aware that repossession of the car was an option that Santander might make as payments had been missed.

I appreciate Mr K's comments that he didn't receive correspondence about being in arrears and that Santander can't provide proof of delivery of correspondence sent. But considering all the copies of letters I have seen addressed to Mr K, I think it is highly unlikely that *all* of the correspondence wasn't sent by Santander as they said were – and that *all* of the correspondence was delayed. So, in the circumstances, I think it is likely that Santander did send the correspondence as they said they did, and that Mr K ought to have been aware of the arrears that had accrued on his account with them.

Mr K has also said that his preferred method of communication with Santander was by phone and email, due to the nature of his work. However, I'm satisfied that Santander did attempt to contact him through methods other than post on occasions, having seen a copy of a letter sent to him in August 2024 that explained that they attempted to contact him by phone, but were unsuccessful.

Mr K has explained his personal circumstances and the mental health challenges he faces. But I can't see that Santander was made aware of this prior to the decision being made to terminate the agreement.

In the circumstances, I'm satisfied Santander acted fairly and reasonably in attempting to repossess the car and terminating the agreement they held with Mr K.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Santander Consumer (UK) Plc trading as Santander Consumer Finance to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 17 March 2026.

Ronesh Amin  
**Ombudsman**