

## **The complaint**

Mr J is unhappy with the level of service he received when trying to make an early settlement on a conditional sale agreement with Santander Consumer (UK) PLC trading as Mazda Financial Services (Santander).

When I refer to what Mr J has said and what Santander have said, it should also be taken to include things said on their behalf.

## **What happened**

On 19 September 2020 Mr J entered into a conditional sale agreement with Santander for the supply of a new car. The cost of the car was £28,540 and Mr J paid an advanced payment of £1,430. This was followed by one monthly payment of £358.27, 41 monthly payments of £358.28 and a final payment of £12,062.25.

In July 2024 Mr J wanted to settle the agreement and he contacted Santander to do so. He was concerned that he had a considerable wait on the telephone for a response. He also wanted to settle the account by paying by two cards, for which he was given conflicting advice. As he was not happy he complained to Santander.

On 14 August 2024 Santander issued their final response letter. They highlighted the large call volumes that they had been receiving at the time, primarily driven by announcements at the time relating to commission on car finance. They did set out other options to contact them. They also noted that Mr J had subsequently been able to settle the agreement and he paid using two cards.

As Mr J was not happy, he complained to us. Due to his personal circumstances, there was a delay in Mr J raising his complaint with us. This element was subject to a different Ombudsman adjudication, and they agreed that we could consider Mr J's complaint despite it being raised more than six months after the final response letter.

On 27 November 2025 our investigator issued their view. They did not uphold Mr J's complaint. In terms of the wait time, they acknowledged that it would have been frustrating, especially given the conflicting advice, but felt that the apology was sufficient and that it did not warrant compensation. They also stated that they felt that the fact that Mr J was able to settle the account within a couple of days added to these delays not warranting compensation.

Mr J did not agree with the investigator's decision. They highlighted four key areas for consideration. These were his diagnosis of autism, the conflicting advice and fairness of that, the fact that Santander had a separate line for commission enquiries and the disproportionate impact on him due to his personal circumstances at the time. As Mr J did not agree it has been passed to me to consider.

## **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 this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

Mr J was supplied with a vehicle under a conditional sale agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

As part of my considerations I have not looked at whether the case was raised within time for us to look into it, as this has already been decided upon by another Ombudsman.

My understanding is that Mr J contacted Santander to seek to repay the agreement early, so the initial contact was not due to any error on Santander's behalf.

I understand that Mr J would have been frustrated by the length of time that he was on hold and would agree that this would not be an acceptable level of customer service, however poor customer service does not constitute, in the normal run of things, a breach of contract. The same is true with the conflicting advice given at the time of Mr J trying to settle his account, as the contract was already in place at that time.

I do accept that putting both together the length of time that Mr J was on hold, the time taken in resolving the matter with Santander coupled with the conflicting advice is not the level of customer care we would expect from a business. I need to consider whether this constitutes a breach of contract or FCA rules and if so whether Santander need to do anything further.

As I said above this would not necessarily constitute a breach of contract in terms of what is set out in the agreement. The agreement ran without issue for nearly four years and Mr J was able to settle in the way he desired within two days of contract. Looking at the agreement as a whole I do not believe that there is sufficient to say that Santander have breach the requirements of the Consumer Rights Act 2015 (to provide services with reasonable care and skill) or the Consumer Credit Act 1974 (to administer agreements appropriately).

The FCA rules require businesses to treat consumers fairly and communicate in a manner that is clear, fair and misleading. Mr J feels that the way Santander dealt with him when trying to settle his agreement breached both of these provisions. Taking the fairness element first this tends to cover behaviours by businesses such as providing misleading information, aggressive sales and unfair terms that lead consumers to make poor decisions. It would be hard to make the case that the poor level of customer service provided by Santander would constitute a breach of the requirement to treat customers fairly when it did not impact on Mr J's decision making and he got the outcome he desired.

There is an argument that Santander did not communicate in a manner that was clear, fair and not misleading when they gave him conflicting advice. But again I need to consider the outcome and there was no financial detriment and Mr J was able to get the outcome he desired in a couple of days. So I do not believe that this requirement has been breached.

Mr J has highlighted his diagnosis of autism, and this would clearly have exasperated any impact on him at the time. Whilst Santander are required to make reasonable adjustments they can only do so if they are aware of any vulnerability. Looking at the file I can see no record of Mr J informing them of his diagnosis. Even if I felt that Santander hadn't made reasonable adjustments I would need to take into account the impact on him. As Mr J states himself he suffered no financial loss and any impact, whilst heightened because of both the autism diagnosis and Mr J's family circumstances at the time, was limited in its duration and there is no evidence that it had long lasting impact.

Whilst I understand Mr J's personal situation and the impact that this failing in service provision had on him due to his personal circumstances not every service failure will lead to the right to compensation. Generally long holds are considered part of dealing with normal life. Mr J has had suffered no direct financial loss and the matter was resolved within a couple of days. Quoting from guidance on our website:

*Typically, an apology or small monetary award of less than £100 will fairly compensate a one-off incident or occurrence – such as a small administrative error or a short delay. An apology is usually enough to remedy these types of mistakes, as long as they cause minimal impact and are put right quickly.*

*Using financial services won't always be totally hassle free and we wouldn't award for things that aren't more serious than the normal nuisances of everyday life. So just because there's been a mistake it doesn't necessarily follow that we would always award compensation – especially when the impact is minimal.*

For those reasons I feel that the apology is sufficient in this case. Therefore, I do not uphold Mr J's complaint.

### **My final decision**

My decision is that I do not uphold this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 24 February 2026.

Leon Livermore  
**Ombudsman**