

## **complaint**

Mrs D complains Santander Consumer (UK) plc (trading as Santander Consumer Finance) put the wrong details on her finance agreement - so she lost out on a new vehicle and couldn't use her existing one for a few months.

## **background**

In 2013 Mrs D entered into a conditional sale agreement with Santander for a motorbike. Two years later she wanted part exchange it. So the dealer (providing the replacement vehicle) checked the finance but nothing was registered. And Mrs D discovered that the information in her finance agreement wasn't accurate.

Mrs D says the resulting confusion meant she couldn't get the new vehicle she wanted. And she couldn't tax, insure or use her existing motorbike - because she had signed over the registration to the selling dealer in anticipation of the part exchange. And she considers Santander was wrong to default her account, as she only cancelled her direct debit because she was worried about its faulty paperwork.

Santander accepts mistakes were made on the finance agreement but says these were rectified within three days of notification. And it apologised and offered to pay £60 compensation for the upset and trouble caused. Santander says it's not responsible for Mrs D's decision to sign over her existing vehicle to the dealer before the finance was settled. And Mrs D failed to maintain her repayments so it had to default her account.

Our adjudicator didn't recommend the complaint should be upheld. She considers Santander's offer is a reasonable response to the mistakes it made. And she's not persuaded she can fairly hold Santander liable for the consequences of Mrs D signing the registration over so soon and missing repayments.

Mrs D says she was embarrassed and inconvenienced by what happened - and she didn't get the new vehicle she wanted. She considers all of that resulted from Santander's mistakes. So she wants it to remove the default on her account and pay more compensation.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I have reached the same conclusions as our adjudicator for much the same reasons.

I note Mrs D asks me to take into account that mistakes were also found in an earlier draft of her finance agreement – she noticed those at the time and had them corrected. And she considers all of the inaccuracies are Santander's fault, so it should compensate her properly for what happened afterwards.

It doesn't appear to be in dispute that part of the registration number in the finance agreement was wrong, so it was registered against the wrong vehicle. And I can see there has been some correspondence about whether the original dealer or Santander is responsible for that. But I don't think I need to make a finding on that point in order to fairly make my determination here. That's because, regardless of which business inserted the wrong information, Santander accepts it made an error because it should have noticed the mistake.

Within three days of being told about the problem, Santander wrote to Mrs D to confirm it had amended records and recorded the agreement against the correct vehicle. It also apologised and offered £60 compensation. I'm satisfied that's reasonable in the circumstances.

I realise Mrs D would like me to hold Santander liable for the fact that she wasn't able to use her motorbike for a few months – because she couldn't tax or insure it because it was in the dealer's name. But I'm satisfied it was Mrs D's decision to sign over the registration – and she did so before this finance was finalised. As our adjudicator has explained, that contravened the terms of the conditional sale agreement. And I am not persuaded it would be reasonable for me to hold Santander liable for that.

I can see Mrs D found it frustrating when Santander didn't issue replacement documents - she says what happened left her concerned about what she was paying for, so she stopped her repayments. I appreciate it must have been confusing to find that the conditional sale agreement contained some wrong details. But, as soon as the matter came to light both parties acknowledged there had been a typographical error. And Santander confirmed in writing that the mistake had been rectified.

Mrs D knew her finance wasn't paid off - because the part exchange didn't proceed. And she still had the motorbike, discussed her repayments with Santander and agreed to set up a new direct debit mandate. So I'm satisfied Mrs D should reasonably have been aware that the finance still had to be paid for. And I'm not persuaded that the existence of this error in the conditional sale agreement means it was reasonable for Mrs D to stop paying. Santander is obliged to report accurately to credit reference agencies and I can't fairly conclude it was wrong to default her account in the circumstances.

I appreciate this decision is likely to disappoint Mrs D. I have no doubt she found what happened embarrassing and stressful. And I can see that she was disappointed when the part exchange didn't go through and inconvenienced when she couldn't use her existing vehicle. But, for the reasons I have given, I can't reasonably direct Santander to do more than it has already offered.

### **my final decision**

My decision is that Santander Consumer (UK) plc (trading as Santander Consumer Finance) should pay Mrs D £60. This is to compensate her for upset and trouble she experienced as a result of its poor administration.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D to accept or reject my decision before 24 July 2015.

Claire Jackson  
**ombudsman**