

complaint

Miss A complains that Santander Consumer (UK) plc, trading as Santander Consumer Finance, didn't change the date of her direct debit payments and that it's given her incorrect information.

background

Miss A used a fixed sum loan agreement with Santander Consumer Finance to pay for a used car in February 2015. She changed the direct debit payment date in March 2015. She contacted Santander Consumer Finance in August 2017 to change the payment date again. She was told that she couldn't change it as she'd already changed it twice – which was incorrect – and that she'd have to pay a £25 fee. She complained to Santander Consumer Finance. It agreed to change the payment date and to waive the £25 fee. Miss A wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. She said that the terms and conditions of the agreement say that there is a £25 charge for changing the payment date. She said that Santander Consumer Finance had accepted that it gave incorrect information to Miss A so it had agreed to waive the £25 fee. So she was satisfied that it had dealt with Miss A's complaint reasonably.

Miss A has asked for her complaint to be considered by an ombudsman. She says, in summary, that she's also incurred bank charges of £15 and feels that, if she accepts Santander Consumer Finance's offer, she's accepting that she's in the wrong. She also says that Santander Consumer Finance needs to improve its customer service.

Santander Consumer Finance then offered to reimburse Miss A for the cost of the bank charges (subject to proof of the amount that she'd incurred) in addition to waiving the £25 fee and - in recognition - of the mis-information to pay an additional £50 for the distress and inconvenience caused. Its representative said that it had listened to Miss A's August 2017 call and it confirmed that Miss A had been misadvised – but Miss A said that she would call back at the end of the month to make the £25 payment. And the representative says that until the fee was paid it would've been unable to process the date change (so the due date for August 2017 wouldn't have been changed).

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Santander Consumer Finance accepts that it gave incorrect information to Miss A about the number of times that she'd changed her payment due date. It has changed her payment due date and waived the £25 fee that was due for doing so. It has also offered to reimburse Miss A for the bank charges that she incurred and to pay £50 to Miss A for the distress and inconvenience that she's been caused. Miss A has provided evidence to show that her bank charges were £15.

The terms and conditions of the loan agreement (which were accepted by Miss A) say that a fee of £25 will be charged for changing the payment due date. So I consider that Santander Consumer Finance was entitled to charge the fee. And during the August 2017 call Miss A agreed to pay the fee and said that she'd phone back at the end of the month to do so. And

until the payment was made the payment due date wouldn't be changed. So I consider that the earliest that the payment due date would've been changed was the end of August 2017.

The offer made by Santander Consumer Finance is more generous than I would've required it to make in these circumstances for the incorrect information that it gave to Miss A. So I find that it wouldn't be fair or reasonable for me to require Santander Consumer Finance to do more than it's already offered to do in response to Miss A's complaint.

my final decision

For these reasons, my decision is that, in full and final settlement of Miss A's complaint, Santander Consumer (UK) plc, trading as Santander Consumer Finance, should:

1. Pay £15 to Miss A to reimburse her for the bank charges that she incurred.
2. Pay £50 to Miss A to compensate her for the distress and inconvenience that she's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 6 March 2018.

Jarrold Hastings
ombudsman