

The complaint

Miss U complains about the issues she's experienced with a car supplied with finance from Santander Consumer (UK) Plc.

What happened

In February 2022 Miss U was supplied with a car and entered into a conditional sale agreement with Santander.

In October 2022 Miss U contacted Santander because the police had stopped her and seized the car and had advised her that there was multiple finance held against the car and that there was a stolen marker placed against it.

Santander advised Miss U that there was an ongoing investigation with the supplying dealer and that it had been confirmed that there was outstanding finance on the car.

Miss U didn't get the car back until November 2022. During the intervening period Miss U was advised by Santander that she would be reimbursed for the car she hired to keep herself mobile. Miss U didn't receive this reimbursement.

Miss U raised a complaint with Santander. It offered reimbursement of £1214.54 for the hire car, £62.90 for train fares, £45.50 for one months road tax, a refund of two monthly payments of £334.10 each and compensation of £1000 for distress and inconvenience.

Miss U remained unhappy and complained to this service.

Our investigator didn't uphold the complaint. She said that ultimately it was the supplying dealer who was responsible for checking for outstanding finance on the car. She said that Santander couldn't reasonably have been aware that there was outstanding finance. The investigator said that Santander had made a fair offer of reimbursement and compensation.

Miss U said she would accept the compensation and move on. There then followed several weeks where Santander said it had processed the compensation payment, but Miss U said she hadn't received it. Miss U contacted this service again. She finally received the compensation in August 2023. Miss U said that because of the delays in paying her compensation she wanted more compensation.

I issued a provisional decision in which I looked at the redress that Miss U had received from Santander. I also considered the delay in Miss U receiving her compensation payment of £1000 and her request for further compensation.

I said that the investigator's view was issued on 20 March 2023 and Miss U accepted it on 23 March 2023. This service sent confirmation of acceptance to Santander on 23 March. So as at 23 March 2023, Santander knew that it needed to arrange a compensation payment to Miss U. And because Santander had previously reimbursed some expenses to Miss U, it already held her account details. I said that 28 days was a reasonable period within which Santander ought to have made the compensation period. I noted that there had been delays

and that Santander had apologised for these. I concluded that although Miss U had been caused some further frustration by the delays in processing her compensation payment, I didn't think it was such unreasonable delay that it warranted further compensation. I said that £1000 was a fair and reasonable amount to reflect the distress and inconvenience suffered by Miss U in connection with the issues she experienced with the car.

I invited both parties to let me have any further evidence or arguments they wished to raise.

Santander replied and said it accepted my provisional decision. Miss U didn't respond.

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.

Santander has accepted my provisional decision and Miss U hasn't raised any further points. I've thought about everything, but I see no reason to reach a different conclusion to that which I reached in my provisional decision.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 7 December 2023.

Emma Davy
Ombudsman