

The complaint

Mrs N is complaining that a car Santander Consumer (UK) Plc supplied her through a conditional sale agreement wasn't as described.

What happened

In May 2014 Mrs N entered into a conditional sale agreement to acquire a car. The cash price of the car was around £9,000, it was five years old and was advertised to have travelled 31,000 miles.

In July 2019, Mrs N looked to part-exchange the car but she says the dealership raised discrepancies with the mileage history which she thinks suggested the mileage had been tampered with. She said the DVLA had recorded the mileage on the car as 81,000 miles at May 2014 as opposed to the advertised 31,000. So the dealership wouldn't part-exchange the car at the original price offered. And she says she's lost out significantly as a result.

Santander said it wasn't possible to know what had happened due to the passage of time. And it said it was possible this was a simple administrative error. But it said it had discussed this with the supplying dealership and they were willing to offer her £500 in compensation. Mrs N didn't accept this offer and referred her complaint to this service.

Our investigator didn't uphold this complaint as she thought it was most likely the discrepancies were down to administrative errors. She said, from looking at the MOT mileage in May 2013, it seemed the previous owner had travelled around 6,000 miles between May 2013 and May 2014. And she thought it would be surprising if someone's driving habits changed so much. She thought this was consistent with the car having travelled around 31,000 miles over five years.

The investigator also said she'd spoken with the DVLA to understand how it obtains its mileage information. And she said it had confirmed that the registration forms sellers completed at that time when selling a car provided an option to record the car's mileage at the time of sale. And it said this is where it was told the mileage was 81,000.

The investigator said there was no way of having the car inspected to assess if the mileage had been tampered with. But she noted a number of other historic administrative errors with inputting the mileage on the MOT history, which she thought suggested this was also likely to be an administrative error. Ultimately, the investigator thought it was most likely the discrepancies were down to administrative errors, rather than an actual issue with the car. So she thought the supplying dealer and Santander's combined offer was fair.

Mrs N didn't agree with the investigator and asked for an ombudsman to review the complaint.

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.

I've decided to not uphold this complaint and for the same reasons as the investigator.

The investigator gave a detailed explanation for why she didn't uphold the complaint and I agree with what she said and for the same reasons. So I won't reiterate everything she said in my decision. But I shall briefly set out what I think are the key reasons why I'm not upholding this complaint.

Mrs N acquired the car under a conditional sale agreement. Legislation implied a term into the contract that the car must be as described. Mrs N says she thinks the car had travelled around 81,000 miles as opposed to the 31,000 miles that was advertised. It's not possible to know for certain what happened due to the passage of time and the fact that the car isn't available to be inspected any longer. So I've thought about what I think was most likely to have happened.

The car had only had one owner before Mrs N. It seems that person travelled around 6,000 miles in the year before Mrs N acquired the car. They had the car for five years before Mrs N acquired it. I think it's unlikely an individual's driving habits are likely to change significantly in such a short time. And I think this annual mileage is consistent with the car having travelled around 31,000 miles over the five years before Mrs N acquired it – which is what the supplier said was on the car's odometer.

I can understand why Mrs N was concerned about what was on the car's history. And I can appreciate why she was unhappy to not be able to obtain the original part-exchange value. But I'm satisfied the discrepancies were likely to be an administrative error by either the supplying dealership by putting the incorrect mileage on the V5C form or the DVLA mis-read it when inputting the data into the car's history. And I don't think this is something I can hold Santander is liable for.

Taking everything into account, I'm not persuaded I've seen enough to support that the car Santander supplied her wasn't as described. So it follows that I think Santander's offer of £500 in compensation is fair. And I don't think it has to do anything further to put things right.

My final decision

For the reasons I've set out above, it's my final decision that I think Santander Consumer (UK) Plc's compensation offer of £500 is fair and reasonable in all circumstances. It should pay this to her directly if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 30 October 2020.

Guy Mitchell

Ombudsman