

## **The complaint**

Mr C complains that Santander Consumer (UK) Plc refused to accept his request to reject a faulty car.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute so instead I'll focus on giving the reasons for my decision. However, I would add for the avoidance of doubt I have considered all the matters raised and reviewed the evidence including videos.

## **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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulator's rules, guidance and standards and codes of practice and (where appropriate) what I consider to have been good industry practice at the time.

The finance agreement in this case is a regulated consumer credit agreement. As such this service is able to consider complaints relating to it. Santander is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The relevant law says that under a contract to supply goods, there is an implied term that *"the quality of the goods is satisfactory"*.

The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances. So it seems likely that in a case involving a car, the other relevant circumstances a court would take into account might include things like the age and the mileage at the time of sale and the vehicle's history.

Under the relevant law the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

Mr C has had a number of issues with his new car, the front camera failed, the touchscreen failed to work intermittently and in April 2021 he noticed it juddering. Santander took the view that it had no evidence that the car was faulty at the point of sale.

The car was new so I consider Mr C had every right to expect it work without any issues. The dealer repaired the camera and has installed upgrades to the touchscreen and I understand these have remedied the problems. I am not aware of any evidence regarding the juddering and the dealer has not been able to find any fault.

While I have no desire to minimise the impact of the issues Mr C encountered I do not consider that rejection was appropriate. Not least because the car has been repaired. The remedy needs to be appropriate to the problem and I don't believe the problems Mr C faced are such that rejection is the right answer.

However, I have to consider what is a fair in terms of recompense for Mr C. The camera took some 12 weeks to be repaired and the dealer provided a courtesy car for a week. It offered to provide a hire car, but this required Mr C to provide a £50 refundable deposit which he didn't wish to do. The car was returned to him to carry on using with the faulty camera.

I appreciate this was an inconvenience, but I have not seen anything to say that driving the car without the camera was illegal. I have noted Mr C says he was told by his insurer that he would not be covered while the camera was broken, but I have seen no documentary evidence in support of that.

Mr C was entitled to refuse the offer of a hire car because of the £50 deposit, but I consider the offer by the dealer was reasonable. It is regrettable that it took so long for the car to be repaired, but Mr C was kept mobile throughout and the inconvenience he encountered was not of such a nature to merit more compensation than our investigator has recommended.

The touchscreen has required more than one software upgrade and Mr C has confirmed that they have now proved to be successful. His use of the car has been affected and so some recompense is merited.

Overall, I believe our investigator's proposal is fair. It recognises that Mr C was able to make use of the car, but that he was without it for a period and he had some inconvenience with the touchscreen not working all the time. This provides compensation of £350 and a refund of the monthly payments of 5% for the period March to July 2021.

### **Putting things right**

Mr C should be compensated as set out below.

### **My final decision**

My final decision is that I uphold this complaint and I direct Santander Consumer (UK) Plc to pay Mr C £ 350 compensation and refund 5% of his monthly payments from 1 March to 31 July 2021.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 April 2022.

Ivor Graham  
**Ombudsman**