

The complaint

Mr F has complained that Santander Consumer (UK) Plc won't allow him to reject a faulty car.

What happened

Mr F entered into a finance agreement with Santander, for a used car. He was aware there was some damage, but was happy to proceed. However, he then discovered faults and damage that he hadn't been aware of, including issues with switches, the boot, the stop/start function and a knocking/squeaking noise. He complained to the dealership, and the car was taken to a local garage. Mr F thought this would be for repairs, but it was actually for an inspection report. Once the report had been produced, the car was returned to Mr F in the same condition. Unable to make progress with the dealership, Mr F complained to Santander, then to our service. He'd like to reject the car.

One of our investigators looked into what had happened. He was satisfied there were faults with the car. He noted that under the Consumer Rights Act 2015, if the short term right to reject hasn't been utilised, then a consumer has the right to a repair. He thought this would be fair here. He could also see that the garage that carried out the original inspection has received the necessary parts in order for repairs to be done and that the relevant invoices have been raised. So, repairs can now be done in a reasonable timeframe. He thought Santander should arrange and cover the cost of the repairs. He was also satisfied that Mr F had suffered distress and inconvenience, including not always getting call backs, and chasing things up. He felt £200 compensation was fair to reflect this.

Santander agreed with the proposed remedy, but Mr F didn't, and feels he should be able to reject the car.

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.

All parties are in agreement that the car wasn't of satisfactory quality when it was supplied, and the system notes and correspondence I've seen reflect this. What is in dispute, is what a fair remedy would be. Under the Consumer Rights Act, in this situation Santander should be given the right to try to repair the car, before it can be rejected. I've thought about whether it would be reasonable, in this case, to depart from the law. However, I can see no reason why repair isn't a fair remedy here. There's nothing I've seen to suggest that the repairs would be ineffective.

I'm also satisfied, for the same reasons as our investigator, that Mr F has suffered distress and inconvenience, and that £200 is an appropriate amount to reflect this.

Putting things right

To put things right, Santander should:

- arrange and pay for the repairs, as soon as reasonably possible, if it hasn't done so already; and
- pay Mr F £200 for the distress and inconvenience that's been caused.

My final decision

For the reasons given above, it's my final decision to uphold this complaint. I require Santander Consumer (UK) Plc to take the actions set out above, in the section entitled 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 November 2023.

Elspeth Wood
Ombudsman