

## **The complaint**

Mr G complains that a car he acquired through a Conditional Sale Agreement with Santander Consumer (UK) plc trading as Santander Consumer Finance (SCF) wasn't fit for purpose. He would like to return the car or be refunded for repair costs incurred.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here. Instead, I will focus on giving the reasons for my decision.

## **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 have reached the following conclusions:-

- Mr G bought a car that was six and a half years old with 53,500 miles on the clock when he got it. I think he could reasonably expect more wear, tear, and repair issues than, for example, with a used car. Having said that we do expect cars to be fit for purpose at the point of sale.
- I agree with our investigator's view that repairs carried out in February 2023 fall under wear and tear issues so it's not appropriate to refund the cost of these. Brake pads, discs and valves are items that consumers should expect to have to replace at some point. From the customer notes I can see at this point Mr G asked to reject the car but SCF didn't agree to this which I think was right.
- The more significant cost Mr G incurred was replacing the timing chain, the failure of which was identified by a report in February 2023 and an invoice from a garage confirming this needed to be replaced.
- SCF said it couldn't investigate issues with the car as unauthorised repairs had been carried out. The first repairs were in my view routine maintenance expected of any consumer. From what I understand SCF turned down Mr G's second complaint about the timing chain issue before he went ahead and replaced it. So, it seems to have based its decision on the routine maintenance Mr G carried out. It could have investigated the timing chain issue to identify if there was a point-of-sale issue ..
- SCF also made the point that the timing chain lifespan is between 5-7 years so Mr G could have expected to have to replace this. The information SCF provided on this was inconclusive – it was an online excerpt from a group of car users. Mr G had the issue with the timing chain within six months of getting the car and didn't drive excessive miles. If, as SCF says, the life expectancy of a timing chain is up to 7 years I think it's more than likely that given Mr G's car was six and a half years old when he got it that it wasn't, as our investigator concluded, reasonably durable. So, I think it's appropriate SCF refund the cost of this repair and provide the compensation our investigator recommended for loss of use.

## **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement Santander Consumer (UK) Plc should :-

- Refund the cost of the timing chain repair (£2,715.50) with 8% simple interest from the date of payment to the date of settlement
- Refund 10% of the monthly payments from February 2022 to May 2023 to cover impaired or loss of use with 8% simple interest to be added from the date of payment to the date of settlement.
- Pay £150 compensation for distress and inconvenience

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 November 2023.

Bridget Makins  
**Ombudsman**