

The complaint

Miss T complains that a car acquired with finance from Santander Consumer (UK) Plc trading as Santander Consumer Finance wasn't of satisfactory quality.

What happened

Miss T complains about the quality of a car supplied under a conditional sale agreement with Santander. The car was wrapped as part of the package included in her finance. Miss T says the wrap is faulty because it peels and bubbles.

There have been several attempts to repair the wrap, all of which have failed.

Miss T complained to Santander. In its final response, Santander said that the dealership had agreed to arrange repairs to resolve the issue. Santander apologised for the time it had taken to look into Miss T's complaint and offered compensation of £250.

Miss T was unhappy about the way the repairs were handled. She provided a copy of an email in which the dealership proposed removing the wrap and refunding the cost of the vinyl. A report from a third party stated that the wrap had failed due to incorrect installation and quoted £2595 excluding VAT to replace the wrap. Miss T brought her complaint to this service.

I issued a provisional decision in which I said I was satisfied that the wrap was included in the amount on the finance agreement. I said that a reasonable person would expect a brand new wrap to be of a high quality and free from minor defects and that this wasn't the case here. I said the third party report indicated that the wrap had been incorrectly installed and that despite attempts to repair it the only way to resolve the issue was to replace the wrap.

I said that the fairest way to resolve Miss T's complaint was for Santander to meet the costs of removing the existing wrap and replacing it with a new one.

I also said that because Miss T would be without a car whilst her wrap was being replaced, Santander should refund her monthly payments pro rata for the period of time her car was in for rewrap, unless Miss T was provided with a courtesy car. I recognised that Miss T had been caused distress and inconvenience as a result of the issues with the wrap but explained that I thought that the £250 previously paid by Santander as compensation was fair and reasonable. But I said that because of the number of times Miss T had been backwards and forwards to the dealership, Santander should refund her a sum equivalent to two tanks of fuel.

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

Santander didn't respond to my provisional decision.

Miss T responded and said she was worried that there might be damage to the bodywork of the car once the faulty wrap was removed. She wanted to know what would happen about that.

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 thought about Miss T's concerns, but I don't have any evidence of the condition of the bodywork of the car before the wrap was applied so it would be very difficult to assess whether the removal of the faulty wrap had caused any damage, or whether that damage was pre-existing. I would also say that it's the responsibility of whoever removes the faulty wrap to exercise reasonable care and skill when removing the faulty wrap and avoid scratching the paintwork.

In all other respects I haven't changed my mind and my decision remains that same as set out in my provisional decision.

Putting things right

To put things right, Santander Consumer (UK) Plc trading as Santander Consumer Finance must:

Arrange for the existing wrap to be removed and a new wrap fitted at no cost to Miss T

Refund Miss T's monthly payment pro rata for the period her car is in for re-wrapping (unless she is provided with a free courtesy car)

My final decision

My final decision is that I uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 8 November 2023.

Emma Davy
Ombudsman