

## **The complaint**

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

## **What happened**

In March 2023 Mr A was supplied with a car and entered into a conditional sale agreement with Santander. At the point of supply the car was around 8 years old and had covered around 57,500 miles.

Mr A contacted Santander in June 2023 and complained about issues he was experiencing with the car. Mr A said there were cosmetic issues, and that the engine management light was illuminated. He also said that the car hadn't been serviced even though the supplying dealer said it would be. Mr A said he wanted to reject the car.

In response, Santander said there was no immediate right to reject but that the dealership should be given the opportunity to repair any faults.

The car was returned to the supplying dealer for repairs. The engine management light was reset. The supplying dealer said that the car had been MOT'd and serviced before it was sold to Mr A but that the electronic service book hadn't been updated.

Mr A remained unhappy and brought his complaint to this service. He says the car has been back to the garage several times and that there are two outstanding recalls on it. He says the service light is indicating an issue with the braking system. He also said that several issues have been identified with the car and that these will cost over £1200 to repair. He wants to reject the car.

Our investigator didn't uphold the complaint. She said there wasn't enough evidence to show that the car was of unsatisfactory quality at the point of supply.

Mr A didn't agree. He said that the car had only covered 7000 miles but the brake pads needed replacing. He questioned whether the MOT was valid and said he was trying to obtain confirmation that the recall parts were replaced and not just inspected. He said that two garages had told him that the car wouldn't pass an MOT but that when the supplying dealer carried out a recent MOT it passed with only advisories.

## **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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the car includes its general condition, as well as things like fitness for purpose, appearance and

finish, freedom from minor defects, safety and durability.

The car supplied to Mr A was around 8 years old and had covered around 57,500 miles. So it's reasonable to expect that parts of the car would already have a degree of wear and tear and that it was likely to require more repairs than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs in the first six months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's generally up to the business to put things right. The business is allowed one opportunity to repair the fault. If the repair isn't successful, the consumer can reject the car.

I've reviewed the available evidence about the issues which Mr A experienced with the car. I can see there have been some issues with the engine management light, the windscreen washer jet and a recall on the driver's airbag. Mr A has also raised concerns that the car hasn't been serviced and that the brakes need replacing.

Mr A has told this service that the car has been back to the supplying dealer three times. He says that some of the cosmetic issues have been repaired and that the service light has been reset twice. He's also said that the supplying dealer replaced the driver's airbag.

Mr A has gone on to say that the service light has illuminated to indicate that the brakes are due. He says there are still issues with the windscreen washer jet. Mr A has said that he was told by the supplying dealer that the three year extended warranty would cover the washer jet but he's been told by the warranty company that it isn't covered.

Based on what I've seen, I'm satisfied that there were some issues with the car. However, just because there were some issues doesn't mean that the car wasn't of satisfactory quality when it was supplied. Under the relevant legislation the business is allowed one opportunity to repair any faults. And in this case, I can see that the supplying dealer has carried out repairs. I haven't seen any evidence to suggest that these repairs weren't successful.

In relation to the service which Mr A believes didn't take place before the car was supplied to him, the supplying dealer has confirmed that the car was serviced at the same time the MOT was carried out. It has explained that the electronic service record wasn't updated at this time as it didn't have the equipment to do this. I've got no reason to doubt what the supplying dealer has said about this but if Mr A still has concerns, he can request a hard copy confirmation of the service from the supplying dealer.

I've reviewed the history of the car, and I can see that it passed an MOT in May 2022 with one advisory for the front brakes. A further MOT was carried out in November 2022 with no advisories. If the front brakes hadn't been repaired between May 2022 and November 2022, I would've expected the front brakes to show as an advisory again. So it's reasonable to conclude that the front brakes were repaired during this time.

Mr A has told this service that the car recently passed an MOT and that there were no advisories relating to the brakes. So I'm persuaded that the brakes weren't in need of replacement at the time of the MOT. However, if I'm wrong about that and the brakes do need replacing, this isn't something I can hold Santander responsible for, as brakes are a serviceable part of the vehicle and it's up to Mr A to keep serviceable items maintained. Brake discs and pads may need to be replaced several times during the life of a vehicle.

I understand that there are ongoing issues with the windscreen washer jet and that Mr A has been told that he needs to pay for repairs. I can't comment on whether this should be covered under the warranty. However, the issue with the washer jet – even if present at the point of supply – isn't something which would make the car of unsatisfactory quality. As I've

said above, it's reasonable to expect that there will be parts of the car which have already suffered a degree of wear and tear commensurate with the age and mileage of the car.

I appreciate that Mr A has experienced more issues with the car than he anticipated and that this has caused him to feel frustrated. However, for the reasons I've explained above, I'm unable to say that the evidence supports a rejection of the vehicle. Based on what I've seen, the car wasn't of unsatisfactory quality at the point of supply.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 February 2024.

Emma Davy  
**Ombudsman**