

## The complaint

Mr V complains about a car acquired through a Conditional Sale agreement with Santander Consumer (UK) Plc ('SCUK'). Mr V has had problems with the car and says these defects would've been present when the car was supplied. He said these problems weren't covered by his warranty. He uses his car for work and this has impacted him greatly.

## What happened

Mr V acquired the car in August 2023. When it was supplied, it was ten years and eleven months old, had covered roughly 87,000 miles (according to a report carried out some months later) and cost £9,594.00.

A service in August 2023, which cost £60 to carry out, looked into rear brake noise, oil level issues, coolant loss, the suspension feeling soft and the glovebox being stuck. At this point the car had covered 89,952 miles. This garage found the wrong type of coolant had been used and had congealed throughout the system. This meant it needed to be flushed with degreaser. It also found a number of leaks and components which required replacement.

I haven't seen any evidence of anything else happening until Mr V complained to SCUK in February 2024 about issues with the crank pulley, clutch and an oil leak. He said work was done in December 2023, but previous repairs were to a poor standard and nothing had been done since because the warranty had now transferred to another company, who wouldn't cover the work. The car was filling with smoke and he'd been advised not to drive it.

SCUK advised it would contribute towards his hire costs while he couldn't use his car. And an inspection was carried out at the beginning of March 2024. At this time the car had covered 98,191 miles – roughly 11,000 since it was supplied.

The inspection found oil leaks at the back of the engine and the power steering pipe. It also noticed a small rattle when the car was started. Though it says it couldn't find any fault codes that corresponded with the reported faults. It found some gear changes were slightly hesitant and there was a slight issue with gear slippage and flare up.

Though it found these faults, the inspector didn't consider these would've been present at the point of supply. They felt they were the result of wear and tear since the car was supplied and it was sufficiently durable as it had been able to cover over 11,000 miles since then.

When evidence of past repairs was provided, the same engineer said these weren't connected to the issues they'd found. SCUK rejected Mr V's complaint in March 2024 on this basis, saying this wasn't something the supplier would be responsible for. Though it offered £300 for the time Mr V was without a car and having to use a courtesy car.

Mr V referred the complaint to our service. He provided a video and images showing the congealed coolant, which he says is from a couple of weeks after the car was provided. He said the faults from the outset were reported to the dealership, but they ignored him. The dealership then said it would attend to the issues. It was then booked into the garage. Mr V said repairs took place. But later faults weren't covered by his warranty.

The investigator who considered the complaint said they didn't have evidence of the first set of repairs. But they thought that the car having covered roughly 3,000 miles prior to the first repairs and 8,000 miles afterwards meant the car was likely of satisfactory quality after the initial repairs. And as the inspection found the issues now weren't linked to the initial repairs, they were more likely representative of fair wear and tear since Mr V had the car.

Mr V said the car had been delivered with faults, but the faults now all stemmed from previous work on the car which he'd evidenced. He hasn't been able to use the car since March 2024 and couldn't work without a car. And the warranty he was provided with, which cost £1,000, wouldn't cover the issues he's had. He says he wasn't told the warranty would have a limit and he can't afford the repairs along with the repayments to the agreement.

He said he'd evidenced that the car was faulty soon after supply and he didn't understand what more needed to be evidenced and thought our service should speak with the garage the car had been to – and he asked for a further conversation about the issues at the outset.

The investigator said they would consider any further evidence or submissions from the garage who had seen the car, but nothing further has been provided and their view didn't change. They said that if further evidence was provided then this would be considered.

Mr V asked for the case to be reviewed by an ombudsman and so it has been passed to me to issue a final 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.

I'm required to take into account the relevant laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time. I may not comment on every point that's been raised, but I have read and considered everything that's been said. Instead I will focus on what I think are the key points to reach a fair and reasonable decision. This reflects the nature of our service which was set up to be an informal alternative to the courts.

Where information or evidence is missing or contradictory, I'll make my decision based on the balance of probabilities – that means what I consider to have more likely than not happened – given the available information.

I will lay out what I consider to be the key facts and the considerations I've taken into account when reaching my decision.

Mr V acquired the car through a Conditional Sale agreement with SCUk. Under this type of arrangement, SCUk became the supplier of the car and is responsible if the goods aren't of satisfactory quality when provided. The key legislation for me to consider in complaints of this nature is the Consumer Rights Act 2015 ('CRA'). This outlines, among other things, that goods should be of satisfactory quality at the time they're supplied.

Satisfactory quality is described as the standard a reasonable person would expect given, among other things, the description, age and price of the goods. The quality of the goods includes their state and condition - and where appropriate their fitness for purpose, appearance, freedom from minor defects, safety and durability should be taken into account.

As I've outlined above when the car was supplied, it was ten years and eleven months old, had covered roughly 87,000 miles and cost £9,594.00.

Because of the age and use of the car at the point of supply, it would be reasonable to expect it to have experienced increased wear and tear over its lifetime. This means it might require more frequent servicing or issues might arise sooner than they would with a newer car. This previous use will have been reflected in the price for the car which would've been substantially lower than the original cost when new. So this level of wear and tear, and previous use, must be considered as part of the overall assessment of satisfactory quality.

It's clear the faults found in August 2023 developed so quickly, they were more than likely present at the point of supply – and they would have made the car not of satisfactory quality at that time. In those circumstances, the supplier would be liable for those faults.

Under the CRA there are a number of remedies for consumers in those circumstances. One is having the goods repaired and it looks like this is what was pursued in Mr V's case.

Where repairs are pursued they have to be completed in a reasonable amount of time and without significant inconvenience. We haven't got evidence of the work having been carried out, but Mr V confirmed these repairs were completed. I've not seen evidence of these repairs being drawn out or causing significant inconvenience. Based on his description of events, it seems as though Mr V was broadly happy with this first set of repairs.

Where repairs are carried out, it's necessary for the goods to then 'conform to contract'. This essentially means that the issues that made the goods not of satisfactory quality are resolved and the goods are returned in a satisfactory condition.

If the repairs are reasonable, and they make the goods 'conform to contract' then consumers don't have any further rights if the goods remain of satisfactory quality. But if the repairs fail, take an unreasonable amount of time or cause significant inconvenience, or if the goods aren't of satisfactory quality for another reason, then consumers may have additional rights to either a price reduction or the ability to reject the goods.

Mr V has stressed that he's evidenced the earlier problems with the car – and I accept that is the case. However there is more that needs to be established before he has additional rights under the CRA, rather than simply showing there were faults early on.

Mr V would only get additional rights to a further repair, price reduction or the ability to reject the goods, if it's found that the original repairs unreasonably failed or there were further issues that meant the goods weren't of satisfactory quality.

The first set of faults were diagnosed when the car had covered 89,952 miles. Although this was very soon after the car was supplied, it seems significant mileage had been covered in this time. After the repairs, I haven't seen any evidence of further issues being raised until February 2024 – just under six months after the first issues were highlighted by the garage. When the car was then inspected a month later the car had covered 98,191 miles.

The inspector found that the mileage covered since the car was first supplied meant the current issues wouldn't have been present or developing at the point of supply. Since the first set of repairs, the car had covered over 8,000 miles. When the inspector was provided evidence of the earlier repairs, they found that the faults with the car weren't linked to a failure of the earlier repairs and, as they weren't present or developing themselves at the point of supply, the faults weren't the responsibility of the supplier.

So I'm satisfied there were problems with the car soon after it was supplied and these were the supplier's responsibility to put right. However those repairs allowed the car to travel over 8,000 miles without fault. So I'm satisfied these faults were satisfactorily remedied by making the car 'conform to contract'. Based on the engineer's report, I'm satisfied the faults that arose later weren't linked to earlier repairs, so they hadn't failed. And the current issues weren't indicative of faults that would've been present or developing at the point of supply.

Ultimately this car failed after having covered almost 100,000 miles. On top of normal wear and tear, the car's components would have been well into their expected lifespan at the point Mr V acquired it. The significant use Mr V subsequently got from the car meant significant extra wear on these components. The fact a fault has arisen after the initial repairs is not in itself unreasonable and might possibly be expected with a car of this age and use.

I would not expect a car with this level of use prior to it being supplied to be able to cover over 8,000 miles once it had been repaired if those repairs weren't effective or if the car wasn't otherwise of satisfactory quality. As such I would not conclude the issues complained of here happened prematurely given the nature of the goods provided. I haven't been provided with evidence to persuade me otherwise. The original repairs made the goods conform to contract and made the car of satisfactory quality, so Mr V has no further right to reject the goods under the CRA.

I'm sympathetic to the difficulties Mr V has faced as a result of this. However I'm limited to assessing the liability of SCUK in these matters. Because of the considerable use Mr V was able to get from the car following the repairs, and the significant mileage the car had when Mr V acquired it, the current condition of the car doesn't mean it is of unsatisfactory quality and any repairs now needed – or any difficulties pursuing a claim under warranty – aren't SCUK's responsibility.

### **My final decision**

My final decision is that I do not uphold Mr V's complaint against Santander Consumer (UK) Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 16 April 2025.

Scott Walker  
**Ombudsman**