

The complaint

Mr J complains that a car that was supplied to him under a conditional sale agreement with Santander Consumer (UK) plc, trading as Santander Consumer Finance, was misrepresented to him.

What happened

A used car was supplied to Mr J under a conditional sale agreement with Santander Consumer Finance that he electronically signed in April 2023. The price of the car was £42,410 and Mr J agreed to make 48 monthly payments of £682.44 and a final payment of £20,756 to Santander Consumer Finance.

The car had a coolant leak which was repaired by the dealer and Mr J says that he noticed that the bonnet wasn't straight which he raised with the dealer and was told that the car hadn't been in an accident. The car's coolant warning light came on again so Mr J took the car to another manufacturer's dealer in November 2023 and it said that there were signs of front end damage.

Mr J complained to Santander Consumer Finance in December 2023 about the misaligned bonnet and that the car had been in an accident prior to sale but he wasn't informed about it. Santander Consumer Finance said that the bonnet had been repaired, it couldn't evidence that the dealer was aware of any accidents prior to sale, and Mr J would've had the chance to satisfy himself of any cosmetic issues at the point of sale.

Mr J wasn't satisfied with its response so complained to this service. The car was inspected by an independent expert in May 2024. Mr J's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she hadn't seen any evidence to persuade her that a false statement of fact was made to Mr J by the dealer that there was no previous accident damage before he entered into the agreement.

Mr J didn't accept the investigator's recommendation so I've been asked to issue a decision on Mr J's complaint. Mr J arranged for the car to be examined by another manufacturer's dealer in June 2024 and it said that there was evidence of the front bumper being painted, the headlights weren't aligned correctly and the offside front wing had moved slightly. He says that the coolant warning light has come on again so he'd booked a repair for last month. He says that the issues with the coolant warning light and the confirmation from two manufacturer's dealers shows that the car had been in accident prior to it being supplied to him.

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.

Santander Consumer Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr J. Whether or not it was of satisfactory

quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr J was nearly five years old, had been driven for about 38,000 miles and had a price of £42,410. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

Mr J returned the car to the dealer because of a coolant leak and issues with the bonnet, the car was repaired, and he says that he was told that the car hadn't been in an accident. The coolant warning light came on and Mr J took the car to a dealer in November 2023 and it said that there were signs of front end damage because of scratches on the side of the headlight, the driver's wing mirror not being placed correctly, the underlay being fitted incorrectly and other issues. The car's mileage was recorded as 45,887 miles on the job-sheet so in about seven months from Mr J entering into the conditional sale agreement to the date on the November 2023 job-sheet the car had been driven for more than 7,000 miles.

Mr J complained to Santander Consumer Finance in December 2023 but it didn't uphold his complaint and the car was inspected by an independent expert in May 2024. The inspection report says that alignment of the bonnet and bumper which had been realigned was correct but the side of the offside headlamp was slightly misaligned at the rear of the unit. It said:

"We would consider, with the elapsed time and mileage covered in the vehicle, the faults identified would not have been present at the time of purchase and we would also consider the customer should have satisfied themselves cosmetically at the time of purchase. We note that the vehicle has covered 12,592 miles since hire to the date of our inspection".

The car was examined by another dealer in June 2024 and it said that there was evidence of the front bumper being painted, the headlights weren't aligned correctly and the offside front wing had moved slightly. The car's mileage was recorded as 51,124 miles.

Mr J first noted issues with the bonnet and a coolant leak soon after the car was supplied to him. The car was repaired and when it was inspected by an independent expert in May 2024, no issues with the alignment of the bonnet were identified. Mr J didn't complain to Santander Consumer Finance until December 2023, nearly seven months after he entered into the conditional sale agreement. Santander Consumer Finance has provided the job card for the pre-sale work that was undertaken on the car in April 2023 and the used car check sheet that was completed before the car was supplied to Mr J. The car also passed an MOT test in April 2023 with no advisories and it passed another MOT test with no advisories in April 2024.

Mr J says that the coolant warning light has come on again so he'd booked a repair for last month but he's provided no further evidence about the repair. Although there have been some issues with the car, including the coolant warning light, Mr J has been able to drive more than 13,000 miles in the car and I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to him.

It's clear that Mr J feels very strongly that the car was damaged in an accident before it was supplied to him. Two dealers have identified damage that could have been caused by an accident but an HPI check hasn't shown that an accident was reported. Even if the car had been damaged before it was supplied to Mr J, the damage had been repaired and I don't consider that it has caused the car not to have been of satisfactory quality.

Mr J says that the dealer misrepresented the car to him but there was no requirement for the dealer or Santander Consumer Finance to tell Mr J if the car had been in an accident unless he asked it and I've seen no evidence to show that the dealer or Santander Consumer Finance knew that the car had been in an accident. The call note from Mr J's phone call to this service in January 2024 when he made his complaint says: *"The car was collected for repair and the bonnet issue was raised with the dealership who advised that it had not been in an accident"*. That was after the car was supplied to Mr J so, even if the dealer did incorrectly tell him at that time that the car hadn't been in accident, that wouldn't have been a factor that influenced his decision to enter into the conditional sale agreement for the car to be supplied to him. I'm not persuaded that there's enough evidence to show that the dealer misrepresented to Mr J that the car hadn't been in an accident before it was supplied to him or that he was induced into entering into the conditional sale agreement by any such misrepresentation.

I'm not persuaded that there's enough evidence to show that Santander Consumer Finance has acted incorrectly in these circumstances. I appreciate that this will be disappointing for Mr J, but I find that it wouldn't be fair or reasonable for me to require Santander Consumer Finance to take any action in response to Mr J's complaint.

My final decision

My decision is that I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 5 February 2025.

Jarrold Hastings
Ombudsman