

## **The complaint**

Mr L has complained about the quality of a car provided on finance by Santander Consumer (UK) Plc trading as Santander Consumer Finance ("SCF").

## **What happened**

SCF supplied Mr L with a used car on a conditional sale agreement in April 2024. The cash price of the car was around £20,700 and it had covered around 22,500 miles since first registration in March 2020. The conditional sale agreement required an advance payment of £2,000 followed by payments of around £320 for 36 months and a final payment of around £13,300. The total amount payable was around £26,900.

Mr L said he bought the car online and when he received it there was damage to the paint and body work. He said the car was delivered to him and it wasn't in perfect condition.

SCF said it accepted that a second key and charger hadn't been supplied with the car, but it understood these had been replaced by the dealer. It offered £100 for the inconvenience in having to raise that issue. But regarding the cosmetic damage it said that it couldn't determine anything from the images supplied, and the video links didn't work. It said that Mr L refused to provide further evidence.

Mr L referred his complaint to our service. He also said that he had an email from the dealer which allowed him a period of time to assess the car before final purchase.

An investigator here looked at the complaint. He said that although there was evidence of some cosmetic damage, this didn't make the car of unsatisfactory quality, considering its age price and mileage. He thought that the offer to provide replacement key and charger with £100 for the inconvenience was a fair way to resolve the complaint.

Mr L disagreed. In summary he said that he had concerns he would be charged for the condition of the car when it was returned. He said he had clear confirmation that the car needed to be returned in perfect condition, or he would be charged.

The complaint has been passed to me to make a 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've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I

reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. SCF is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that “the quality of the goods is satisfactory.”

The CRA says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. In a case involving a car, the other relevant circumstances might include things like the age and mileage at the time of supply and the car’s history.

The CRA says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability. The CRA provides for customers to be able to reject the goods if not of satisfactory quality within 30 days from the day after the date of delivery.

When Mr L acquired the car in April 2024 the mileage was around 22,500 and the cash price was around £20,700. The car was first registered in March 2020, so by this stage it was around four years old. The mileage at supply was average considering its age, and it wouldn’t be unreasonable to expect the car to be showing some signs of wear and tear, and that might include the cosmetic condition of the car. The price paid usually reflects the age and condition of the car.

As a starting point there would need to be some evidence of what the fault was. And secondly, that the fault renders the car of unsatisfactory quality.

Mr L said that he went to the dealer to inspect a car he’d paid a deposit for online, but he saw that it had a lot of damage, so the dealer showed him a different car. He said he viewed the car in an unlit storage facility, and it was driven outside for him to continue to view it. He said the condition of the car was dirty and it was around 8pm in the evening, so viewing wasn’t ideal. He said that he asked for the car to be washed and inspected before committing to the purchase.

He said he received a short video stating there was zero damage, but the video didn’t zoom into any area of the car he found damage on delivery.

I’ve reviewed the video and the images that Mr L supplied. Although there do appear to be some chips and scratches, I don’t think there is sufficient evidence to show that makes the car not of satisfactory quality, not as described or misrepresented. A reasonable person wouldn’t expect the car to be in brand-new condition due to its age and mileage.

Mr L said that he had an agreement with the dealer that he could withdraw from the agreement. But the emails he’s provided don’t make that sufficiently clear. He may have had the right to withdraw from the agreement in the first 14 days, but that would only have allowed him to buy the car from SCF through cancelling the agreement by paying it off.

Mr L said he’s concerned that he’ll be asked to pay for damage when the car is returned. I’m not dealing with that in my decision as it hasn’t happened. But I’d remind both parties to have regard for the images supplied at the start of the agreement, and if charges are applied

beyond fair wear and tear at the end of the agreement, Mr L can contact SCF again if he is unhappy.

Considering that some accessories weren't supplied with the car as agreed, and Mr L had to raise this as a complaint, I think the £100 paid by SCF was a fair and reasonable way to resolve the complaint.

I'm sorry to disappoint Mr L, but I find I don't have the grounds to direct SCF to do anything regarding the cosmetic condition of the car.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 30 June 2025.

Caroline Kirby  
**Ombudsman**