

The complaint

Mr S complains about the quality of a car he has been financing through an agreement with Santander Consumer (UK) Plc (Santander).

What happened

Mr S took receipt of a used car in June 2021. He financed the deal through a conditional sale agreement with Santander.

He returned the car on several occasions in 2021 as the clutch pedal was sticking. Job cards show that the clutch kit, master cylinder and slave cylinder were replaced in that period. Mr S complained to the dealership but when the fault persisted, he referred a complaint to Santander in June 2024.

Santander commissioned an independent inspection, but the inspector didn't think it was likely that the fault was present or developing when the car was supplied to Mr S and Santander, therefore, rejected Mr S's complaint.

Our investigator didn't think Santander had been unreasonable, so Mr S asked for a final decision to be made by an ombudsman and his complaint has, therefore, been passed to me.

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 know it will disappoint Mr S and I was sorry to hear about the problems he'd been experiencing with his family's health, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr S acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Santander, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is 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. And when we think about whether a car has been of satisfactory quality the relevant legislation also asks us to consider if it has been durable.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr S. The car here was about five years old and had completed about 29,000 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

The relevant legislation explains that if the fault occurs within the first six months, we are to assume it was present at the point of supply, when Santander were responsible for the car's quality. It's Mr S's assertion that that was the case as he says the problem with the clutch was the very same problem that he identified the day after he took receipt of the car.

The independent inspector, who is an expert in these matters, didn't think that was likely to be the case. He noted that the last repair to the clutch assembly had been carried out in 2021 and he didn't think it was likely that that repair had failed given the time and significant mileage that had elapsed in the interim. He didn't think that the failure of the clutch assembly suggested it hadn't been durable either and he explained that such components should be considered wear and tear items.

I've thought carefully about Mr S's situation. It seems the fault he now complains of has similar, if not the same, symptoms to those he first reported in 2021. But that doesn't mean it's related to the same problem or that the repair has been unsuccessful. I'm persuaded by the expert's assessment that that is unlikely to be the case here given the additional 17,000 miles the car had been able to complete and the time it took for the current fault to be identified.

I've also considered if the fault is likely to be a failed repair and as such whether it could be considered not to have been durable. When Santander asked for additional comments from the independent inspector, he didn't think that was likely either and I'm swayed by his expert opinion that that was unlikely to be the case.

Overall, I don't think there is sufficient evidence this car was of unsatisfactory quality and I'm not asking Santander to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 March 2025.

Phillip McMahon
Ombudsman