

The complaint

Mr O complains that a car that was supplied to him under a conditional sale agreement with Santander Consumer (UK) plc, trading as Santander Consumer Finance, wasn't of satisfactory quality.

What happened

A used car was supplied to Mr O under a conditional sale agreement with Santander Consumer Finance that he electronically signed in January 2024. The price of the car was £23,500, Mr O made an advance payment of £10,000 and he agreed to make 60 monthly payments of £307.76 to Santander Consumer Finance. Mr O paid £290.40 to a third party for a six month warranty on the car.

There was an issue with the car's brakes in May 2024 and Mr O called out a recovery service. Its rescue report said that it suspected that there was an ABS pump or servo fault. Mr O took the car to a manufacturer's dealer and it quoted £622.02 to replace the car's rear brake pads and discs. Mr O complained to Santander Consumer Finance in July 2024 about the brake issue and a missing key. It said that the manufacturer's dealer was repairing the issues with the brakes and the dealer would be contacting Mr O regarding the spare key as it was happy to resolve that issue.

The brake issue wasn't repaired and the dealer didn't provide Mr O with a spare key so he complained to this service in September 2024. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that brakes are wear and tear items and it wasn't unreasonable that Mr O had to replace them. He also said he hadn't seen any evidence to show that a second key was promised before Mr O entered into the agreement.

Mr O didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that Santander Consumer Finance has given its verdict but the dealer hasn't carried out its obligations. He says that the dealer accepted liability for the repairs under the warranty and there's evidence of implied liability for the second key. He's also provided a digital services report from January 2025 which he says indicates that the faults with the car were present at the point of sale and were caused due to an inherent defect.

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 O. 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 O was nearly four years old, had been driven for 25,444 miles and had a price of £23,500. 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.

There was an issue with the car's brakes in May 2024, more than four months after the car had been supplied to Mr O and in that time he'd driven more than 700 miles in the car. Mr O called out a recovery service and its rescue report said that it suspected that there was an ABS pump or servo fault. Mr O contacted the dealer about the car's brakes and it said in an email to Mr O that it was sorry to hear that there was a problem with the car and that it would all be covered under the warranty. The warranty didn't cover the issue with the car's brakes but I don't consider that the dealer had accepted liability in his email for the issues with the brakes. Nor do I consider that the rescue report is enough evidence to show that there was a fault with the car that caused it not to have been of satisfactory quality when it was supplied to Mr O.

Mr O took the car to a manufacturer's dealer and it quoted £622.02 to replace the car's rear brake pads and discs. Mr O complained to Santander Consumer Finance in July 2024 about the brake issue and a missing key. I consider it to be more likely than not that Santander Consumer Finance didn't fully understand the situation as it said that the manufacturer's dealer was repairing the issues with the brakes and the dealer would be contacting Mr O regarding the spare key as it was happy to resolve that issue. The manufacturer's dealer had quoted for replacing the car's rear brake pads and discs but neither Mr O nor the dealer had agreed to pay for the work to be carried out and Mr O said in November 2024 that the car hadn't been repaired.

The dealer says that it always blanks out second key details in its advertisements so the car wouldn't have been advertised as having a second key and Mr O was told to source a second key himself. The manufacturer's dealer has also quoted £515.52 for a duplicate key. Mr O says that there's evidence of implied liability for the second key in the emails that he's exchanged with the dealer. Although I can see that Mr O confirmed to the dealer "*non receipt of the ... duplicate ... Car Key*", I'm not persuaded that there's enough evidence to show that the car was advertised as having two keys or that the dealer agreed to supply him with a duplicate key.

The car passed an MOT test in July 2023, before it was supplied to Mr O, and I can see that it also passed an MOT test in January 2025. An MOT test includes a check of a car's brake condition and operation and there's no mention at either of those tests of any issues with the car's brakes. Mr O says that the digital services report indicates that the faults with the car were present at the point of sale and were caused due to an inherent defect. I'm not persuaded that there's enough evidence to show that there was a fault with the car's brakes when the car was supplied to Mr O or that the car wasn't of satisfactory quality at that time.

Mr O says in his complaint form that he believes that Santander Consumer Finance should compel the dealer to comply with its directive of repairing the car and supplying the second

car key. It's clear that Mr O has strong feelings about his complaint so I appreciate that my decision will be disappointing for him. I find that it wouldn't be fair or reasonable in these circumstances for me to require Santander Consumer Finance to pay for the car's rear brake pads and discs to be replaced, to pay for a duplicate key to be provided or to take any other action in response to Mr O's complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 10 March 2025.

Jarrold Hastings
Ombudsman