

## **The complaint**

Mr S is unhappy that a car supplied to him under a finance agreement with Santander Consumer (UK) Plc trading as Santander Consumer Finance ("Santander") was of unsatisfactory quality.

Mr S is represented in the complaint by Mrs S but for ease of reading I will refer to Mr S throughout.

## **What happened**

In January 2024, Mr S was supplied with a new car through a conditional sale agreement with Santander. He paid an advance payment of £3,399 and the agreement was for £28,348.32 over 49 months, with 48 monthly repayments of £299.09 and a final payment of £10,593.

Mr S said soon after acquiring the car he experienced a number of issues which amongst other things were with the tyre sensors, condensation, infotainment system and the control panel. In August 2024 Mr S raised a complaint with Santander who commissioned an independent inspection to look further into the concerns raised.

Following the conclusion of the independent inspection Santander issued its final response in September 2024. In short it didn't uphold the complaint. It said the report confirmed there were no faults with the vehicle that would've been present or developing at the point of sale and the vehicle was durable since Mr S has owned it.

Unhappy with the response, Mr S referred the complaint to our Service. One of our Investigator's looked into things but didn't uphold the complaint. In short, he said there wasn't enough evidence of anything being currently wrong with the car and so he didn't think the car was of unsatisfactory quality when it was supplied.

Mr S disagreed and maintained the car was still experiencing issues. As an agreement couldn't be reached the complaint has been passed to me for 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.

Having done so, I've reached the same overall conclusions as the Investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's not because I don't believe it has affected what I think is the right outcome.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr S was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of goods includes their general condition as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

In Mr S' case the car was acquired new, so I think it's fair to say that a reasonable person would expect the level of quality to be higher than a used or more road worn car. And that it would be free from defects for a considerable amount of time. So, if I thought the car was faulty when Mr S took possession of it, or that the car wasn't sufficiently durable, and this made the car not of satisfactory quality, it'd be fair and reasonable to ask Santander to put this right.

Santander acknowledged it had a potential liability in respect of the quality of goods it supplied and so it instructed an independent party to carry out an inspection of the car. As a result, a detailed report setting out the professional opinion of the third party was provided and it identified:

*'...when carrying out a diagnostic test, fault codes were obtained with an intermittent status for 'Lost communication with the electric steering column lock module' and 'Brake pedal switch stuck'.*

*'No condensation was found throughout the vehicle'.*

*'The infotainment system was slow in response for the heater control and changing to its different function modes, which we would consider is a characteristic for the particular vehicle make, model and type'.*

It further went on to conclude:

*'No faults with the vehicle would have been present or developing at sale. There is no evidence of any previous repairs. There are no faults with the vehicle that have developed since sale'.*

Prior to the report being carried out Mr S confirmed to Santander most of the issues he had been experiencing had been resolved but the outstanding issues were with the condensation and control panel. There's no dispute that some fault codes appeared during the inspection, the engineer said *'... we would consider with the diagnostic codes obtained that this will need referring back to the manufacturer for consideration of a warranty repair. However, no faults were found as reported.'*

I've considered this but I'm not persuaded that this would've been something developing or present at the point of sale. I say this because I don't consider these aspects alone sufficient to determine that the car wasn't of satisfactory quality. Fault codes are intended to alert the driver to a possible problem with the car, rather than being a fault in themselves.

I see no reason why Santander should not be entitled to rely on this report. I've seen nothing to contradict the findings of this report and so similarly I consider I can rely on the report in determining this complaint.

Further, whilst the report found no faults present about the issues Mr S complained of, I note Mr S has strongly maintained the issues with the condensation have been present throughout. He has provided video evidence which shows condensation in the car. Condensation is very common in cars, especially when the outside temperature is

substantially lower than inside the car and it can occur both when the car is in use, or when it's been left unused for a period of time.

The engineer did not note an issue with condensation as part of its findings, but I'm satisfied Mr S has evidenced the car suffers from condensation. However, that being said, his evidence doesn't show this happened in conditions where condensation wouldn't normally be expected or that the condensation is caused or exacerbated by a fault or other issue with the car. And in any event, I wouldn't consider that enough to deem the car being unsatisfactory quality at the point of supply.

As such, and while I appreciate Mr S has found the situation frustrating, I'm not satisfied there was a fault with the car when it was supplied to Mr S, so I won't be asking Santander to do anything more.

### **My final decision**

For the reasons explained, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 July 2025.

Rajvinder Pnaiser  
**Ombudsman**