

## **The complaint**

Miss H complains about a car supplied to her using a conditional sale agreement taken out with Santander Consumer (UK) Plc trading as Santander Consumer Finance ("Santander").

## **What happened**

In August 2023, Miss H acquired a used car using a conditional sale agreement with Santander. The car was over eight years old, the cash price of the car recorded on the agreement was £10,337, the agreement was for 48 months, made up of monthly repayments of £273.20. Santander said the car had been driven 63,354 miles at the point of supply.

Miss H said that she had issues with the car since the day she collected it. In September 2023, Miss H returned the car to the supplying dealership to look into the issues she experienced. Those being:

- the car's engine management light ("EML") was illuminating on occasions.
- the car was having air-con issues.
- the car had an issue in relation to its door seal.

Miss H complained to Santander in October 2023 due to how long it was taking the dealership to repair the car. The supplying dealership explained to Miss H that some parts were on backorder which was why there were delays to her repairs. And they also accidentally ordered an incorrect part for the car.

In October 2023, the car was repaired. The car's mileage recorded on the job sheet was 64,929 miles. It explained a basic diagnostic check was carried out on all three issues they were informed of and that they replaced the AC condenser, heated seat element and all four glow plugs.

Miss H and the supplying dealership agreed to an offer made, which was for two monthly payments to be reimbursed, alongside a full tank of diesel, and for a service and MOT to be completed to the car at a garage of Miss H's choice.

Miss H believed the supplying dealership didn't honour the agreed offer. She said she still experienced issues with the car, and some further issues presented themselves.

On 7 November 2023, Santander issued a final response to Miss H. It explained that Miss H continued to have issues with the car once it was repaired, relating to the air con, a vibration coming from the dashboard and a noise coming from the steering wheel. Santander upheld Miss H's complaint. They said they were told by Miss H that the credit intermediary authorised for the car to be diagnosed and repaired by a third-party. And so, they asked for the third-party to send any diagnostic reports and invoices to the credit intermediary.

In December 2023, the third-party contacted the supplying dealership and informed them of what they repaired and what they needed prior authorisation on before they could continue with the rest of the repairs. The supplying dealership agreed to some but didn't authorise all of them.

While Miss H said most of the issues were resolved, she was unhappy that a brake caliper and a brake hose weren't authorised for repairs. And so, Miss H complained again to Santander in January 2024.

Santander issued a further final response in March 2024. They explained that the dealership carried out all the necessary repairs that were required and that the brake caliper and hosing didn't need to be replaced. They went on to say that a vehicle health check was completed where it confirmed the brakes were in good condition, and there were no safety issues, and that they agreed to replace the rear brakes due to the time delay with repairs.

Miss H referred her complaint to our service on 22 May 2024.

Santander said that Miss H referred aspects of her complaint too late to our service as some of them were raised more than six months after they gave her their final response on the matter, on 7 November 2023.

The investigator didn't uphold Miss H's complaint. In summary, the investigator explained why they couldn't investigate certain aspects of Miss H's complaint as they were brought to our service too late. And from what the investigator could look into, they didn't think there was a current fault with the car which meant the car was of unsatisfactory quality at the point of supply.

Miss H disagreed with the investigator's findings. Among other things, Miss H believed that the complaint points that could be investigated was not a new complaint, but a continuation of the initial unresolved issues that can't be considered. Miss H also said that she had repairs carried out to the car following a MOT completed in March 2024. Miss H also strongly felt that she provided supporting evidence to show the faults were present or developing at the point of supply.

The investigator explained that the evidence supplied didn't show there to be an issue which was present or developing at the point of supply, but rather was a wear and tear issue.

Miss H supplied details of the services carried out to the car. One minor service was carried out in August 2018 when the car had been driven 24,456 miles. A major service was then carried out to the car in May 2024 at 71,789 miles.

Miss H also sent our service a copy of a diagnostic completed on the car in November 2024. It showed there were various issues which suggested the sensor and valve/gaskets needed to be replaced.

As Miss H disagreed with the investigator, the complaint has been passed to me to decide.

### **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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be

able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Additionally, I have noted that Santander issued a final response on 7 November 2023 and this complaint was referred to our service on 22 May 2024, over six months after the date the final response was issued. So, I can't consider aspects of the complaint that were addressed in that final response. I have issued a separate decision in relation to this and so I will not make any more comments about it.

However, I can see that Miss H complained again to Santander about the quality of the car, and another final response was issued on 8 March 2024. I'm satisfied I can consider aspects of Miss H's complaint which were addressed in the 8 March 2024 final response. And, in order to do so, I will still need to consider the history of faults and repairs carried out to the car, which may have been addressed in the November 2023 final response.

Miss H complains about a car supplied to her under a conditional sale agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Miss H's complaint about Santander.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – Santander here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Miss H acquired was used, over eight years old, had been driven for around 63,350 miles, and cost under £10,340. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

#### Had the car developed a fault?

Miss H complained to Santander about the brake caliper and hosing. Miss H provided an invoice to show that they were replaced in January 2024 and was unhappy that these costs weren't covered in the repairs that were authorised and completed on the car. On the other hand, Santander did not believe the brake caliper and hose needed replacing.

Considering the caliper and hose were replaced, I'm satisfied there was likely a fault with both of these parts in January 2024.

#### Was the car of satisfactory quality at the point of supply?

While I accept there was a fault with the car, that doesn't necessarily mean that the car was of unsatisfactory quality at the point of supply. It is worth highlighting that no evidence has been supplied to show that the fault with the brake caliper or hosing were present or developing at the point of supply. The invoice for these repairs were carried out with a recorded mileage of 67,232 miles, almost 4,000 miles after the point of supply.

Considering these are items that are likely to degrade over time and may need to be replaced as general maintenance and upkeep of a car, I think it is likely the brake caliper and

hosing was of satisfactory quality at the point of supply and likely needed replacing due to wear and tear.

#### Other issues with the car raised to our service

Miss H also said that she had repairs carried out to the car following a MOT completed in March 2024. I'm not persuaded by what Miss H has said here to suggest that the repairs carried out were faults that were present or developing at the point of supply.

I have seen the MOT report online, which had a recorded mileage of 68,249 miles – almost 5,000 miles more than the point of supply. It had failed its MOT due to a tear in its tyre, with other things noted as advisories. Again, no evidence has been supplied to show that the repairs carried out were as a result of faults present or developing at the point of supply. And I'm mindful of the several thousand miles that had been driven in the car before repairs were needed. So, I don't conclude that Santander has done anything wrong here.

Miss H has also supplied other diagnostics completed on the car in November 2024, while the complaint was referred to our service. The report has a recorded mileage of 76,000 miles – over 12,500 miles from the point of supply. While I accept there may be further issues with the car, again, they do not show that these issues were present or developing at the point of supply.

It is worth highlighting that Miss H acquired a car that was over eight years old – and it is now over nine and a half years old. A reasonable person would expect issues to occur to a car of this age, and one that had travelled over 76,000 miles. In summary, I'm satisfied that the faults that weren't repaired and authorised by Santander did not mean the car was of unsatisfactory quality at the point of supply.

#### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Santander Consumer (UK) Plc trading as Santander Consumer Finance to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 16 April 2025.

Ronesh Amin  
**Ombudsman**