

The complaint

Mr N complains that Santander Consumer (UK) Plc trading as Santander Consumer Finance failed to look fairly at his complaint about a car, which he'd acquired via a conditional sale agreement, and which he said had been misrepresented to him.

What happened

In July 2023 Mr N saw a car advertised on a digital automotive marketplace. The car was a 2018 registration and described as being HPI clear and with a full-service history. The seller told Mr N that the car was a "10/10" in condition and sent him a video of it.

Mr N says he conducted his own HPI check which was clear and he visited the seller to view the car with three friends. Mr N says he was happy with the car's condition and purchased it using a conditional sale agreement with Santander to finance it. This agreement was for 49 months.

Mr N says that on the following day, he noticed that the car's rear light had a crack and a part of it came off. He contacted the seller and told them that a crack could be seen in a photo taken of the car on the day he'd collected. The seller said they weren't aware of any damage to the car's light and that they weren't able to see a crack in the photo. Mr N decided to repair the light himself.

Mr N says that around November 2024 a friend pointed out to him that the door on the left-hand side of the car appeared to be misaligned. Mr N says he then carried out further checks of the car including a check by a manufacturer approved garage which indicated the car had been resprayed on both its doors and wings. Mr N says he thought it was likely the car had been involved in an accident and possibly was a write-off. Mr N says he also contacted the seller about what had happened to the car, but they denied any knowledge it having been involved in any collision.

Mr N complained to Santander that the car had been misrepresented to him as he hadn't been informed about any accident or about any damage that the car had required repairs for. He sent it a number of videos, snapshots, emails between himself and the seller as well as information about the car having been resprayed. He said that the misaligned door could be clearly seen in the video he had been sent by the seller before purchasing the car.

Santander didn't uphold Mr N's complaint. It said the evidence he'd provided didn't prove the car had been in an accident before he'd purchased it.

Mr N was unhappy at Santander's response and complained to this service. Our investigator didn't recommend his complaint should be upheld as she didn't think Santander had made an unfair decision.

Our investigator said that she had to consider whether a false statement of fact had been made about the car to Mr N. She said looking at the advert and texts he had provided, that Mr N had been told the car was in a good condition and drove well. She also said there hadn't been mention of any damage having been sustained by the car previously and the

HPI check would only have revealed if the car had been written off in the past. But, our investigator said, she hadn't seen any evidence that the car had been involved in an accident prior to Mr N purchasing it. The findings about the respray, she said, had been made over a year after the agreement had been taken out for the car. Our investigator said on the evidence it wasn't possible to say whether that damage had been caused while in Mr N's possession or not.

Our investigator said she wasn't persuaded there had been a misrepresentation made to Mr N about that car. She also said there wasn't evidence that even if the car had been repaired, that the seller would have been aware of that.

Mr N disagreed with our investigator's view. He said he had specifically asked the seller about the condition of the car and having been told it was 10/10 this led him to believe the car was in perfect undamaged condition. He said the video sent by the seller before he purchased the car showed the door was misaligned as did other photos taken at that time. Mr N said that in addition to the videos, the following issues all indicated the car had sustained damage from an accident before he had acquired it; the rear light issue, the colour mismatch on its body, the car not running well, the replacement rear windscreen and the replacement of the door. He said it was unfair that he could not return the car as he wouldn't have purchased it if he'd known it had sustained damage.

Mr N has asked that an ombudsman consider his complaint and so it has 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.

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 N was supplied with a conditional sale agreement by Santander and as this is a regulated consumer credit agreement then this service is able to investigate complaints about it.

Mr N says that the seller of the car misrepresented its condition to him. For me to be satisfied there had been a misrepresentation, there would need to have been a false statement of fact made and that false statement of fact had induced Mr N to enter into the credit agreement. Here, all the conversations about the car were between Mr N and the seller but in accordance with Section 56 of the Consumer Credit Act 1974, the lender (Santander) can be held responsible for any misrepresentations or breaches by the supplier during the sales process.

I've seen that before Mr N went to see the car, he'd seen its advert, exchanged texts with seller as well as received some videos showing all aspects of the car. Mr N also saw the car with three friends before acquiring it. So, I think it's fair to say that Mr N had been provided with details about its condition as well as having an opportunity of viewing it for himself.

Mr N says he specifically asked the seller whether the car had been in any accidents, and they had said no. However, I don't know what was said by either Mr N or the seller when they met. I don't think I have enough evidence to say that this direct question was put to and answered by the seller. But, in any event, looking at the contact between Mr N and the seller, together with the advert for the car, I think I can fairly say that the car had been described as being in good condition and that it drove well. I've also seen that the HPI confirmed the car hadn't been scrapped or written off in the past.

Mr N says that the door misalignment wasn't noticed until November 2024 because someone else pointed it out to him. This, I think, must mean that there wasn't any obvious issue with the door's operation itself. Mr N has also said that the car doesn't drive smoothly but I haven't seen that he raised any issues with Santander about the car having any mechanical issues and I haven't seen any evidence that the car didn't drive or handle as expected.

I've seen that Mr N says the videos of the car supplied by the seller clearly show that the door isn't in alignment but again on viewing them, I can't fairly say there is any obvious defect.

Mr N has provided a report from a garage that undertook a visual inspection of the car and which states that the wings and doors had been resprayed. Mr N has also said that as the door's hinges are a different colour then this is evidence, the door had been replaced. However, both the voice recording of this inspection and the brief report produced by the garage don't include any issues about the door being misaligned or that it had been replaced. It's possible the difference in the hinges was due to the car having been resprayed as the garage did point out where over-spray had occurred. But I also have to take into account that this inspection was undertaken in November 2024 which is around 18 months after the car had been acquired. I can't fairly say when the car was re-sprayed or why.

Mr N says he found glass in the back of the car and believes the rear windscreen has been changed but I haven't seen evidence that it was and again I can't say, if there was a repair, why that happened.

So, looking at the information that's been provided, I can't reasonably say that there is clear evidence this car had been involved in a collision prior to Mr N acquiring it. I therefore can't say that the car was misrepresented as to its condition to Mr N and that any misrepresentation induced him to purchase it.

For the reasons set out above, I'm not upholding Mr N's complaint.

My final decision

As set out above, I'm not upholding Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 17 October 2025.

Jocelyn Griffith
Ombudsman