

## **The complaint**

Mr F is unhappy with a car supplied under a conditional sale agreement provided by Santander Consumer (UK) Plc.

## **What happened**

Around April 2023 Mr F acquired a used car under a conditional sale agreement with Santander. The car is listed with a cash price of £26,995 on the agreement, was around five years old and had covered around 42,000 miles. Mr F paid a deposit of £2,000. He was due to make repayments of £435.42 a month for 48 months.

Unfortunately, Mr F says the car developed issues. He said in March 2024 it broke down and was recovered to a garage. Mr F said he was told that the coolant was empty and the engine had suffered a catastrophic failure.

At the end of March 2024 Mr F complained to Santander.

Santander issued its final response at the beginning of May 2024. In summary, this said Mr F had not provided any evidence to show any fault was present at the point of supply.

Mr F remained unhappy and referred the complaint to our service. He said there had been no warning lights or other indication a fault had occurred when the car broke down. And he said the car had been well maintained and serviced in line with the recommended schedule.

Mr F said he had been told the car needed a replacement engine, but he was struggling to find a garage to do the work. He said he'd had to pay out £350 for a hire car and £4,500 to buy a car so his partner could continue working.

Our investigator spoke to the garage who saw Mr F's car. It confirmed the coolant was empty and said it was certain the engine had seized.

Our investigator issued a view and initially upheld the complaint. She said, in summary, that she didn't think the car supplied to Mr F was durable. She said Mr F should be allowed to reject it, that Santander should reimburse all repayments from 13 March 2024 and pay Mr F £300 to reflect the distress and inconvenience caused.

Santander disagreed. It pointed to the fact the car passed an MOT in 2023 just before it was supplied to Mr F. And it later said it believed the car had been driven around 13,000 miles since Mr F acquired it when it broke down.

Our investigator then changed her opinion. She spoke to the garage who repaired Mr F's car who confirmed the mileage was 55,106 when it broke down. She said because it appeared the car travelled around 13,000 miles since Mr F got it, she now thought it was of satisfactory quality when he acquired it.

Mr F was unhappy with this. He said he didn't think the mileage covered was outside of the normal range. So he didn't think it was reasonable for the car to fail. And he said he thought the car had a higher mileage when he acquired it than was showing on the agreement, so he

said he'd covered around 500 miles less than our investigator explained.

Mr F later got in touch and said the car had been repaired and the engine had been stripped and inspected. He provided an invoice for the repair.

Mr F said it had been confirmed the engine failure was due to overheating. He said the coolant had run out, but no low coolant warning was displayed. He said a mechanic had said the coolant sensor was faulty and was now illuminated despite being full and he forwarded an email he says showed this. Mr F said he'd shown the fault was due to the sensor and that this was present at the point of supply.

Our investigator said this didn't change their opinion. Mr F remained unhappy, so the complaint was passed to me to decide.

I sent Mr F and Santander a provisional decision on 15 April 2025. My findings from this decision were as follows:

*Mr F complains about a car supplied under a conditional sale agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider consumer's complaint against Santander.*

*When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Santander here – needed to make sure the goods were of 'satisfactory quality'.*

*Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.*

*So, in this case I'll consider that the car was used and cost around £27,000. It was about five years old and had covered around 42,000 miles.*

*This means I think a reasonable person would not have the same expectations as for a newer, less road worn car. And they might expect some parts to have suffered wear and tear. But, I think they would still expect the car to be in good condition given the price and would expect trouble free motoring for at least some time.*

*What I need to consider in this case is whether Mr F's car was of satisfactory quality or not.*

*It isn't in dispute here that Mr F's car developed a fault. The garage the car was recovered to confirmed the engine had seized. So, I need to think about whether this was due to a fault that was present or developing at the point of supply or if this means the car wasn't durable.*

*Mr F has explained he believes the failure was due to a faulty coolant sensor that didn't warn him that the coolant was empty. Mr F explained the car now has a fault where the coolant warning light is on, despite being full. But, if this was the same fault, I would've expected the car to have the same light illuminated prior to the engine failing, which Mr F has confirmed wasn't the case.*

*Mr F says a garage confirmed the failure was due to the coolant sensor. I've seen an email from this garage that states:*

*"we have found a number of faults one being an issue with ur (sic) coolant level sensor. ide (sic) recommend u have a faulty sensor or a wiring issue."*

*But this doesn't state this is what led to the engine failure, nor when this might have occurred.*

*I've thought about what the garage who the car was recovered to and eventually repaired the car said. An invoice states:*

*"Engine had catastrophic failure – No coolant and oil level too high – oil has turned to jelly"*

*But it again doesn't explain why this happened.*

*So, thinking about all of this I'm not convinced by Mr F's explanation that the root cause of the engine failure was a faulty sensor. This means it's hard to pinpoint exactly what happened. For instance, what Mr F says could be correct and the coolant could've been run empty for some time without warning. But I also think the coolant could've suddenly emptied due to another failure. Or there may be another completely separate explanation for what triggered the events that led to the engine failing.*

*Given this, I've needed to think about the engine failure in general terms. And, initially, I can see why Mr F has concluded that the engine failed prematurely. I agree that I might not expect to see a catastrophic engine failure on a car of this age that had completed only around 55,000 miles.*

*Mr F said the car failed despite being very well maintained and looked after, including being fully serviced. But I don't think this is correct. Mr F has provided a screenshot of the car's service history. This shows the car was serviced in July 2020 at 17,140 miles and then in April 2023 at 42,475 miles.*

*The service history says "21,000 miles/24 months service", which I believe to be the recommended maximum service intervals for Mr F's car. But, at the point of the second service, the car had covered well over 4,000 miles past this interval and it was also overdue by over nine months.*

*Looking at when the car was first registered, it also appears the first service was several months overdue. I've not put as much weight on this specific point, as it's possible, for instance, that the car was pre-registered before being supplied. But it's likely this meant the first service was late as well.*

*So, I find the car had not been serviced in line with the manufacturer's guidelines. It was significantly overdue on both distance and time at the second service. And it's possible it was also several months overdue for its first service. This means parts of the engine would likely have suffered significantly more wear and tear than would usually be expected.*

*Thinking about all of this, I'm not persuaded that the car had a fault present or developing at the point of supply that led to the engine failure. And taking its service history into account, I haven't seen enough to make me think it wasn't durable.*

*There is some discrepancy about the mileage of the car. Mr F says it had completed about 500 miles more when he acquired it than is recorded. But, even if I accept that was the case, this wouldn't affect the outcome I reached.*

*I want to reassure Mr F that I've carefully considered all of the other points he raised. But, this doesn't change my opinion.*

*I gave both parties two weeks to respond.*

Santander didn't get in touch.

Mr F responded and raised various points which I'll address below.

### **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 response to my provisional decision, Mr F raised various points.

Mr F said that the fact the car passed an MOT in 2023 is largely irrelevant to the case. I agree. My conclusions above didn't place any weight on this evidence.

Mr F reiterated that he thought he'd shown that the current fault with the coolant sensor proved this was the reason for the engine failure. And he said he'd shown evidence that two garages agreed with this. I want to reassure him that I've carefully considered everything he's said. But, I won't echo the length of Mr F's submissions here. There's little I can add to these points that I've not already explained in my provisional decision other than to say, respectfully, that I disagree with him for the reasons set out above.

He highlighted part of my decision where I said a reasonable person would *"expect trouble free motoring for at least some time"*. But he said this wasn't carried through to my reasoning. I've carefully thought about this, but I stand by what I said. I do appreciate the above quote is somewhat vague. But Mr F's car did last 'some time' before the fault.

Mr F highlighted another part of the decision where I said I:

*"might not expect to see a catastrophic engine failure on a car of this age that had completed only around 55,000 miles."*

And he again said this wasn't carried through to my conclusion. Having reviewed my decision, I'm happy I covered off why in this specific case that I didn't think this expectation would stand. I would politely direct Mr F to the following:

*"So, I find the car had not been serviced in line with the manufacturer's guidelines. It was significantly overdue on both distance and time at the second service. And it's possible it was also several months overdue for its first service. This means parts of the engine would likely have suffered significantly more wear and tear than would usually be expected."*

Having thought about things again, under all of the circumstances of the complaint I still think a reasonable person would've considered the car durable.

Mr F said the fact that the car hadn't been serviced in line with the manufacturer's guidelines should stand in his favour as he shouldn't be responsible for servicing prior to him getting it. But, I disagree. It was Mr F's choice to acquire this particular car without a full service history and to take on the associated risks.

He also pointed to other decisions our service has made. But, I need to consider what I think is fair and reasonable under the specific circumstances of this case. Having done so, I still think this complaint should not be upheld.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 28 May 2025.

John Bower  
**Ombudsman**