

## **The complaint**

Mr L complains that Santander Consumer (UK) Plc trading as Santander Consumer Finance (“SCF”) supplied him with a defective car.

## **What happened**

Mr L entered into a conditional sale agreement with SCF in April 2023 for the supply of a used car. The car was nine years old and had travelled 70,500 miles at the point of supply. The cash price of the car was £6,790, Mr L made an advance payment of £636 and borrowed £6,154 to finance the acquisition of the car. The total amount payable under the agreement was £8,718.60 due to be repaid in 60 monthly instalments of £134.71.

Mr L says the car suffered catastrophic engine failure, Mr L says this engine failure was due to the wet belt. Mr L complained to SCF in February 2025 about the quality of the car. SCF didn’t uphold his complaint, it said Mr L had the car for more than six months before he raised the issue and had travelled 10,000 miles since he acquired the car. It wasn’t satisfied there was evidence that showed the fault was present or developing at the time of supply.

Unhappy with SCF’s response, Mr L referred his complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. Mr L let this service know he voluntarily terminated his agreement and is no longer in possession of the car.

One of our investigators looked at what both parties said and didn’t recommend Mr L’s complaint should be upheld. Our investigator thought the car would have broken down sooner had the wet belt issue been present or developing at the point of supply. Our investigator also thought the car hadn’t been maintained well as there were large periods of missing service history.

Mr L disagreed with the investigator’s opinion, he said the fault with the car was a known issue which the dealer failed to inform him about at the point of supply. Mr L also says the car was well maintained while in his possession and he shouldn’t be held responsible for the maintenance of the car when he didn’t have possession of it.

As Mr L disagreed with the investigator’s view, 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.

It is important to point out that we’re an informal dispute resolution service, set up as a free alternative to the courts for consumers. I’m very aware that I have summarised in much less detail what has been submitted by the parties in this complaint. In deciding this complaint, I’ve focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn’t intended as a discourtesy to Mr L or SCF but reflects the informal nature of our service, its remit and my role in it.

Mr L complains about a conditional sale agreement, so our service can consider complaints relating to it. SCF is the supplier of the car under this type of agreement and so is responsible for dealing with a complaint about its quality.

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.

The Consumer Rights Act 2015 ("CRA") covers conditional sale agreements. Under this type of agreement, there are implied conditions that the goods supplied will be of satisfactory quality.

Mr L acquired a car that was used – so there would be different expectations compared to a new car. Having said that, the car's condition at the point of supply, should have met the standard a reasonable person would consider satisfactory, considering its age, mileage and price. The CRA says the aspects of the quality of the goods includes their general state and condition alongside other things such as their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

#### Was there a fault with the car?

Mr L has provided a report that shows the car broke down in February 2025 and was recovered to a third-party garage. The garage carried out a diagnostic check and its report says there was a fault – wet belt failure. The report says internal engine damage was possible as the car was misfiring and had a noisy engine.

Based on this information, I'm persuaded there was a fault with the car.

#### Does the fault make the car of unsatisfactory quality?

As stated above, the CRA says one element of satisfactory quality refers to durability and the expectation here is that goods will last for a reasonable amount of time.

SCF hasn't provided any information to show that it inspected the car when it broke down. It has provided comments from the third-party dealer saying it contacted Mr L to bring the car in for the service and MOT which were due in March/April 2024. The dealer says Mr L said he'll have these booked in later or sorted through his friend's garage. It says the last conversation it had with Mr L was earlier in the year (2025) where it asked him to drop the car off for it to investigate any issues he may have. I haven't anything to suggest Mr L took the car into the dealer.

While Mr L completed the MOT on the car in April 2024, when it was due, I can't see that he serviced the car while it was in his possession. The third-party dealership said it alerted Mr L to the fact that the car was due a service in April 2024 and Mr L hasn't provided information to show that he serviced the car while it was in his possession.

Mr L has provided the service guideline, and it says the car should be serviced every 12 months or every 12,500 miles. Mr L had the car for more than 12 months without servicing it and while I accept, he hadn't travelled 12,500 miles since the last time it was serviced, I think he was aware the car needed a service at 12 months and the dealership alerted him to do this. This isn't unreasonable given the age and mileage of the car. From the point of supply, Mr L travelled around 10,300 miles before the car broke down and I think there was likely an element of wear and tear that contributed to the wet belt failure as well as the car not being serviced when I think it should have been.

The issue with the wet belt, situated within the engine, is a known issue with this car. The degradation of this belt can lead to engine failure. I can see the manufacturer offered a program to repair some affected engines. The garage which carried out the diagnostic check has said this was a known issue and the wet belt should have been changed sooner. Mr L has also provided some information that shows the manufacturer recommends that the wet belt be changed every ten years or at 150,000 miles, whichever comes first. I can also see that the manufacturer revised its guidance for when the wet belt should be replaced to six year or 100,000 whichever comes first. From my investigation, this revised recommendation came *after* Mr L had acquired the car, so I wouldn't expect the dealer to have been working with these new recommendations.

In this case, the car turned ten years while in Mr L's possession and the car hadn't run 150,000 miles by that point. I'm also mindful that the service history provided shows the car was serviced by the dealership before Mr L took ownership of it. I agree there isn't any information provided about whether the wet belt was changed at the time, however, according to the manufacturer recommendations, the car wasn't at the point the wet belt needed to be changed. Also, I think it's possible that had Mr L chosen to have the car serviced in 2024 as instructed by the third party garage that it would have been recommended the wet belt be changed as it had reached that interval recommended by the manufacturer. It isn't therefore reasonable to hold SCF responsible for any damage caused by Mr L's decision not to service the car at the recommended interval.

In response to the investigator's view, Mr L says the dealership misrepresented the car by not telling him the wet belt hadn't been changed. I haven't seen any information to show that Mr L asked this question or that the dealership made a false statement of fact in this regard. I have also thought about whether a misrepresentation by omission occurred that would have influenced Mr L's decision to acquire the car. As I've stated above the car turned ten years old while in Mr L's possession and while it may have been reasonable for the dealership to tell Mr L about the wet belt potentially requiring a change the following year, this wasn't a guaranteed cost he was going to incur as it was the manufacturer's recommendation on maintaining the car. Even if he was given this information at the time, I'm not persuaded Mr L would have done things differently given the car wasn't serviced as recommended while in his possession despite the reminder from the dealership.

I appreciate Mr L would be disappointed with my findings as I can see he feels strongly about his complaint. But looking all the information, I think there's a reasonable argument that persuades me the wet belt should have been changed while the car was in Mr L's possession and the car needed to have been serviced which doesn't appear to have happened. I think that contributed to the failure of the belt which ultimately caused the fault with the engine.

I'm not persuaded the issue was present and developing at the point of supply, I think the car should have been better maintained, this alongside the wear and tear in my opinion likely caused the fault with the car.

So, I don't think the fault makes the car of unsatisfactory quality and I can't conclude that SCF has acted unfairly towards Mr L.

### **My final decision**

For the reasons given above, I do not uphold this complaint or make any awards against Santander Consumer Finance (UK) Plc trading as Santander Consumer Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 14 August 2025.

Oyetola Oduola  
**Ombudsman**