

The complaint

Mr M complains that a car he acquired financed through a conditional sale agreement with Santander Consumer (UK) Plc wasn't of satisfactory quality.

What happened

On 12 March 2020 Mr M acquired a new car financed through a conditional sale agreement with Santander. Mr M said issues occurred with the vehicle regarding sensor malfunction resulting in an emergency light on the dashboard. He explained that resolving the issues was difficult due to the COVID-19 lockdown, which caused him to miss the first two scheduled services. Eventually the car was serviced but shortly after the car was involved in an incident which resulted in a slight dent and a scuff to the rear end and rear door.

Mr M said he took the vehicle to a body specialist, B, who pointed out that all the doors were starting to bubble and rust was coming through. He was advised that this level of deterioration was unusual for a car of that age. B advised Mr M to contact the vehicle provider, D. D inspected the vehicle and acknowledged the corrosion but said because Mr M had missed the first two services on the car it was no longer covered by warranty. He complained to Santander.

In its final response Santander did not uphold the complaint. It said it hadn't received any evidence the fault was present at the point of sale. Mr M wasn't satisfied and brought his complaint to this service.

Our investigator concluded that the car supplied to Mr M was of satisfactory quality. Mr M didn't agree and asked for a decision from an ombudsman. He made some additional comments to which I have responded below where appropriate.

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.

I realise this will come as a disappointment to Mr M but having done so I agree with the conclusions reached by the investigator for the reasons I've outlined below.

I trust Mr M won't take it as a discourtesy that I've condensed the complaint in the way I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint.

In considering what is fair and reasonable I need to have regard to the relevant law and regulations, regulator's rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Mr M's conditional sale agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

Santander, as the supplier of the car, was responsible for ensuring it was of satisfactory

quality when it was supplied to Mr M. Whether or not it was of satisfactory quality at that time will depend on several factors, including the age and mileage of the car and the price that was paid for it. The car supplied to Mr M was new and had a price of £11,790. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on several factors.

If I am to decide the car wasn't of satisfactory quality I must be persuaded faults were present at the point of supply. Faults that developed afterwards are not relevant, moreover even if the faults reported were present at the point of supply this will not necessarily mean the car wasn't of satisfactory quality. Mr M's car was supplied new so I would expect it to be free of even minor defects at the point of supply.

Mr M has said that a car bodywork specialist has reported that paintwork on three of the four doors has started to bubble and rust is coming through. He said the specialist noted this wasn't usual for cars of a similar age. I haven't seen any technical evidence (e.g. a report from the specialist) that confirms the problems with the paintwork exist but I'm not disputing Mr M's credible testimony, so I think it likely there is a fault with the door paintwork.

Under the Consumer Rights Act 2015, the general position is that with a fault within the first six months after purchase then the onus is on the supplier to show the goods did actually conform to the contract when supplied. In the event that the fault occurs outside the first six months of supply, it's reasonable for the consumer to show that the fault existed at the time the car was supplied.

Mr M has said that due to the COVID-19 lockdown he missed the first two services for the vehicle because he wasn't able to get the car booked in due to movement restrictions. He believes the issue with the rusting would have been picked up by a service technician as this would have been part of the procedure inclusive of the first and second service – described in the literature as anti-perforation treatment. I haven't seen a copy of the literature referred to. Generally speaking anti-perforation inspections might occur on a new vehicle such as Mr M's, the first one usually within the first year. And I agree with Mr M that such an inspection might have picked up the problems with the doors on his car but I can't say with any certainty. If Mr M had warranty cover then it's likely more regular checks would be required after the first or second service.

Mr M reported the problem to Santander in October 2024, four and a half years after taking delivery of the car. He provided a copy of an email from a customer service advisor dated 25 September 2024. It says

"I have contacted the dealership on this to find out why the vehicle was rejected by (Manufacturer's) warranty. They have advised me the vehicle hasn't been serviced by any of our (Manufacturer's) dealerships as well as the vehicle hasn't had any anti-perforation checks done either meaning the vehicle has been void of its warranty."

Mr M told this service he had no independent report so, knowing Mr M hadn't been able to get the car in for the first two services, I invited him to arrange an independent inspection of the car to establish whether the corrosion was likely present or developing at the point of sale or a manufacturer fault. Mr M didn't respond to this invitation.

I'm not disputing that there is corrosion/rust on the doors and I accept this might not be usual on a car of this age. But I've not seen evidence that the fault was present or developing at the point of sale. So I'm persuaded the car was of satisfactory quality when supplied. I'm sympathetic to the fact this is not the news Mr M would like but I won't be asking Santander to do anything further.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 January 2026.

Maxine Sutton
Ombudsman