

## **The complaint**

Mr S complains that Santander UK Plc rejected his claim under section 75 Consumer Credit Act 1974 ("s.75").

## **What happened**

In July 2024 Mr S bought a car online. It cost £15,695 and he paid for part of the cost with his Santander credit card. The car had covered 72,189 miles and came with a one-year warranty from an independent provider. After it was delivered Mr S identified several issues with the car and after an exchange with the merchant it was returned and it carried out repairs.

Mr S was concerned that the car needed more work and in September he took it to another garage. It identified various items which required attention and this cost Mr S £1,616.99. He had further work done in October by the same garage at a cost of £2,461.86.

The following work was undertaken after purchase:

- Emission Service
- Brake fluid replaced
- Transmission fluid service
- Aircon service
- Cooling system service
- Front washers
- Wheel alignment
- Replace spare wheel canister
- Front and rear brake pads and discs
- Repair aerial (Auto SOS system)
- Tyres replaced

The recorded mileages of the car were as follows: 19 September – 74,919, 14 October 76,140 and the latest MOT shows 85,631 miles covered.

Mr S asked the merchant to pay for some of the repairs, but it didn't so he contacted Santander to raise a s.75 claim. Santander rejected this and said the work had been done by another garage and so it could not say that the car had been faulty at the point of sale. It also rejected Mr S' complaint.

Mr S brought his complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. He noted the state of the car as shown by the MOT report in March 2024 and said that the windscreen washer had been faulty at that point so he felt Santander should cover the cost of that repair. However, he agreed with Santander that there was insufficient evidence to show that the other issues were present at the point of sale.

Mr S passed the complaint over to a representative who asked a number of detailed questions and noted our investigator had used an incorrect mileage figure. He responded to

address these points and apologised for the mileage error, but was not persuaded to change his view. The representative asked that the complaint be considered by an ombudsman.

### **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.

This complaint has been submitted as a claim under s. 75. This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier in the chain.

Our role isn't to say if there has been a breach of contract or a misrepresentation for a valid claim under s. 75 but to consider if Santander has come to a fair outcome based on the evidence provided. I am satisfied the required agreement is in place and so I must consider if there has been a breach of contract or misrepresentation.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr S was second-hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

The car was some seven years' old and had covered over 70,000 miles so it is clear that it would have suffered wear and tear. Much of the work which was undertaken after Mr S acquired the car was addressing typical wear and tear issues such as brakes and tyres.

I appreciate Mr S didn't inspect the car prior to buying and so didn't check that he was satisfied with its state. I also note that in the exchanges the merchant did mention it had suffered wear and tear. I appreciate Mr S had expected it to be in a better condition, but for example the tyres and brakes were worn. However, it had passed an MOT a few months previously and it had not been driven much between that and the date of sale so that suggests these items met legal requirements.

I agree that there is evidence that the washer was faulty just prior to the point of sale and so I think Santander should cover the cost of that repair, but there is no evidence that the other issues were present when Mr S bought the car. The merchant did repair the issue Mr S raised initially, but it didn't accept responsibility for the other matters. I have noted that an independent valuation of the car in March 2024 was £16,653 and so it may have been priced to recognise the wear and tear issues.

Our investigator has addressed the various issues Mr S mentioned in his complaint in some so I will not repeat these here, save to say I agree with our investigator. However, I will deal with the Auto SOS fault. This is something which is a requirement of the MOT and I see that the car passed the MOT just prior to the point of sale. That would indicate that it was most likely working when Mr S made his purchase.

Quite simply I do not think Mr S has been able to provide sufficient evidence to show the car was faulty at the point of sale. He has had to address a number of wear and tear issues and I appreciate this has cost him a significant sum, but that alone does not allow me to uphold his complaint in full.

### **Putting things right**

Santander should refund the cost of replacing the nozzles costing £64.58 plus VAT plus 8% annual interest from the date the claim was declined until the settlement date.

### **My final decision**

My final decision is that I uphold this complaint in part and direct Santander UK Plc to pay Mr S as set out above.

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

Ivor Graham  
**Ombudsman**