

The complaint

Mrs D complains that the vehicle she acquired financed through a conditional sale agreement with Santander Consumer (UK) Plc wasn't of satisfactory quality.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In November 2024 Mrs D acquired a new electric car financed through a conditional sale agreement with Santander. In February 2025 she brought a complaint to Santander. She said when she bought the car she was promised a range of 260 miles. But she said she'd only been getting 130 miles maximum. Mrs D said she'd been back to the dealership which told her the car needs wearing in, or it's just cold. She said she's tried driving the car to wear it in, but there's been no change despite the weather. Mrs D explained that the dealership took the car on three occasions but no fault codes were showing. But she said when the dealership tested the car it only took it on short trips. She said she has had to spend much more money charging the car than she anticipated.

In its final response Santander said the vehicle is achieving range within its specification and so it was unable to support the rejection of the vehicle. Mrs D didn't agree and brought her complaint to this service.

Our investigator concluded the car was of satisfactory quality at the point of sale. Mrs D again didn't agree and asked for a decision from an ombudsman. She 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 Mrs D but having done so I agree with the conclusions reached by the investigator for the reasons I've outlined below.

First, I've seen that Mrs D has made numerous points in support of her complaint. I know that I've summarised it in far less detail and in my own words. I'm not going to respond to every single point made by Mrs D. No discourtesy is meant by this. Instead, I've focussed on what I think is 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. Mrs D's conditional sale agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

Satisfactory Quality

Santander, as the supplier of the car, was responsible for ensuring it was of satisfactory quality when it was supplied to Mrs D. 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 was new and had a price of £34,545.50. So, I think it's fair to say that a reasonable person would expect the level of quality to be higher than a second-hand, more road-worn car. And that it could be used – free from defects – for a considerable period of time.

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.

I'm not persuaded there is a fault with the car. Mrs D believes there is a fault with the car in that she is not getting the range of mileage she was expecting and is having to charge the car much sooner. I'm not disputing Mrs D's testimony nor am I dismissing it but we are an evidence based service and I haven't seen any technical evidence which persuades me that there is a fault with the range or charging. Nor have I seen evidence which supports Mrs D's experience. I've read a statement from the dealership. It says:

“As a result of this we invited the customer back to get the car booked in to the workshop for diagnostics and provided her with a courtesy car, to which we discovered there were no faults. After the car was returned the customer was still not satisfied so again, we arranged for the car to be brought back to the dealership and booked in to the workshop for further investigation while providing a courtesy car during this time. Our workshops carried out more tests and took it for an extended road test to simulate the customers regular journey to see if we could find the fault, however upon further investigation there were still no faults found.”

I can see that Mrs D did consider getting the car independently inspected. She approached two companies which both said they were unable to inspect the vehicle due to access restrictions. There are other companies Mrs D could have approached but ultimately an inspection didn't take place.

As Mrs D reported the fault within six months of acquiring the car I did consider asking Santander to arrange an independent inspection to confirm any fault and assess whether they were present at the point of supply. But in order to be fair and reasonable to Santander I believe stronger evidence suggesting there is a problem would be needed – beyond Mrs D's testimony. The dealership has already seen the car multiple times and found no fault. I've also seen a photo of the dashboard which suggests she's getting a mileage of 240 miles (the photo said 55 miles with 23%) charge left. So I don't think there's enough to suggest a fault with the car or that the responsibility to inspect the car should shift to Santander.

Where the evidence is incomplete, inconclusive or contradictory I reach my decision on the balance of probabilities - in other words what I consider is most likely to be the case considering the available evidence and the wider circumstances. I'm not persuaded there is a fault with the car so I think it likely it was of satisfactory quality at the point of sale. Mrs D has said she feels the demand on her for evidence is unreasonable as she's an everyday driver and not an engineer. I understand Mrs D's frustration, but in the absence of any technical evidence to support there being a fault I don't think it fair or reasonable for me to instruct Santander to allow Mrs D to return the car and unwind the agreement.

Mis-sale

In her response to our investigator's view Mrs D said the car had been misrepresented to

her. She said the advertised specifications of the electric vehicle were not just optimistic, but grossly overstated, leading her to make a purchase she otherwise might not have made.

Generally speaking, a misrepresentation is when a false statement of fact has been made; and this false statement induces a customer to buy the goods. Section 56 of the Consumer Credit Act 1974 establishes that a finance company can be held responsible for antecedent negotiations carried out by its agent that take place before the agreement is entered into. Any misrepresentation in these circumstances would have been made by the broker and not Santander, but Santander provided the credit so it is also liable for any misrepresentation made by the dealer.

Mrs D has provided a copy of the technical specifications of the vehicle at sale. These outline the Charging times and WLTP range and consumption values. In the same way I haven't seen any evidence there is a fault with the vehicle, I haven't seen evidence of what mileage range the car is actually achieving. The WLTP combined range says 260 miles. The photo of the dashboard Mrs D provided suggested a range of 240 miles. This is very close to the WLTP of 260 - which is a very specific lab condition range under standard EU test conditions. The document says below actual range figures may vary due to external factors such as weather, traffic, load and driver behaviour.

I've not seen any evidence a false statement of fact was made so it follows I'm not persuaded the car was mis-sold.

When she brought her complaint to this service Mrs D raised an issue with the car seats. She said the car does not meet the UK safety regulations as the head rest on the front seats are not adjustable. She said this is part of DVSA testing and if this wasn't important it wouldn't be on the test. As this is a new complaint point Mrs D should first bring this up with Santander so they have the opportunity to investigate.

Mrs D has also mentioned that she may want to consider legal action. I understand Mrs D may be very disappointed with my conclusions. Nothing in this decision prevents her from pursuing the complaint through the courts. Although of course this would come with other costs and risks.

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 Mrs D to accept or reject my decision before 2 March 2026.

Maxine Sutton
Ombudsman