

The complaint

Mr W complains about the quality of a car supplied to him by Santander Consumer (UK) Plc trading as MG Motor Financial Services (“Santander”).

What happened

Mr W entered into a conditional sale agreement with Santander in September 2024 for the supply of a new car. In January 2025, Mr W raised a complaint with Santander because of issues he was having with the emergency braking, headlights, parking sensors, heating, the radio and phone connectivity.

The car was inspected by an independent engineer in February 2025 who found no issues. Santander issued a final response letter (FRL) to his complaint in March 2025 and didn’t uphold it based on the independent engineer report.

The ongoing concerns for Mr W remained, particularly with the phone connectivity, so he brought his complaint to our service. He confirmed to an investigator here that a dealer had rectified most of the issues originally raised, but his main issue is that he still struggles to consistently connect his phone to the car which reduced its effectiveness, as this was a key feature he wanted when he ordered the car.

The investigator initially upheld his complaint, but after further information was provided by Santander, they changed their opinion and didn’t uphold his complaint. They said that having seen evidence that the dealership had been able to connect and reconnect the app to the car several times over an hour, alongside thinking about the issues and what might be causing them, they didn’t feel the complaint should be upheld. They referenced that the mobile app or the mobile connectivity might be the issue, and they couldn’t say the car was of unsatisfactory quality on this basis.

Mr W didn’t agree and asked for an Ombudsman to make a final decision. He said he’s still having problems with the Bluetooth, the radio stations dropping out and music service not working as it should, and the screen doesn’t change properly between daylight and nighttime running.

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.

Having done so, I’ve reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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. Mr W was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Santander are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Santander can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr W to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr W took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Santander to put this right.

It's clear Mr W has had a few issues particularly with the software/entertainment system in the car, but it's also clear that these have been investigated by the dealership, and an independent engineer, and they either haven't been able to replicate the issues, or they've been able to fix them.

In asking for an Ombudsman decision, Mr W has talked about issues with things I haven't seen mentioned before like Bluetooth and the screen not switching from day to night mode. I can't fairly uphold a complaint about problems that I've neither seen evidence of, nor that I've seen evidence of Santander having had a chance to investigate or answer concerns about. If these are new problems he hasn't raised with Santander, he can still raise them with Santander separately if he chooses, but they don't form part of this complaint.

His main concern seems to have been connecting via the mobile phone app when not in the car. But the evidence supplied doesn't confirm this is an ongoing issue, as the dealer have been able to connect both their own phone and Mr W's phone repeatedly, and the independent engineer couldn't test this element of his concerns.

Other than this, the independent engineer said they couldn't find any evidence of any issues with the lights/heating/emergency braking/radio.

I appreciate that there may have been some intermittent issues here, but without more evidence, I can't fairly say that there is a fault with the car which makes it of unsatisfactory quality. The connectivity problem may be an issue with Mr W's phone, or the phone app, but I haven't seen enough to persuade me that there is an issue which makes the car of unsatisfactory quality.

It's also possible that software updates for the car are fixing issues as he's going along, meaning something may not have been working, but might be working later, hence it can't be replicated when it comes to testing/assessing the car for problems. It can also be the case occasionally with software updates that things go wrong after an update as well as things being fixed, and then a further update fixes them.

Whilst I have empathy with Mr W, I can't fairly say that he should be able to reject the car when there is no clear evidence of faults which make it of unsatisfactory quality. Some issues have been repaired, and some don't seem to be able to be replicated, so I won't be asking Santander to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 December 2025.

Paul Cronin
Ombudsman