

The complaint

Mr W complains about the quality of a car that was supplied through a hire purchase agreement with Santander Consumer (UK) Plc trading as Santander Consumer Finance (Santander).

What happened

The circumstances surrounding this complaint and my initial findings were set out in my provisional decision which is attached; and should be read in conjunction with this final decision.

I sent Mr W and Santander my provisional decision in September 2025. I explained why I didn't think the complaint should be upheld. I invited both parties to make any further comments.

Santander didn't respond to my provisional findings. However, Mr W did. He said he disagreed with my provisional findings and made some further comments which I'll address below.

Now both sides have had an opportunity to comment, I can go ahead with my final decision.

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.

Mr W has made submissions in response to my provisional decision. I have considered all of what it has said. The response included a number of points raised to challenge the conclusions I had reached, but in the main, didn't provide any new material or significant evidence for me to consider. I'll address what I consider to be the main points Mr W has raised and explain why these don't change the outcome I've reached.

Within his response Mr W made the following key points:

1. It was unreasonable to suggest issues should be known at the point of sale, and it's not possible to confirm this without some uncertainty
2. Faults arising in the first six months are presumed to have been present at the point of supply
3. Critical information about how the vehicle should be used wasn't disclosed prior to sale

The above is not exhaustive, but a summary of what I considered to be the main points raised in Mr W's response to my provisional decision. To be clear, I've considered all the information provided by both parties in relation to this complaint, however, to maintain the informal approach of this service I've focussed on what I've considered to be the main issues here.

Point of sale faults.

In his response, Mr W said the reasoning used in my decision, that a fault must be present at the point of sale is flawed. He said it was unreasonable to suggest a purchaser would acquire a vehicle if a fault was identified. He also said that it couldn't categorically be confirmed whether a fault was present at the point-of-sale as investigations into them are carried out sometime after the event.

I've thought about what Mr W has said here, and I think there may be a degree of confusion or misunderstanding of Santander's responsibilities under the relevant legislation. The relevant legislation here is the consumer rights act 2015 (CRA). It says that under a contract to supply goods, there is an implied term that *"the quality of the goods is satisfactory, fit for purpose and as described"*. In the circumstances of this complaint, this effectively means there was an expectation that Santander would supply Mr W with a car that was of satisfactory quality.

I've considered from the evidence provided whether this was the case. From the evidence provided, and for the reasons given in my provisional decision, I'm satisfied the car was of satisfactory quality when it was supplied to Mr W. Ultimately the expert report which was based solely on the fault identified on Mr W's car, said that it couldn't put the issue down to a pre-existing fault or anything that was developing at the point of sale. I think it's fair, reasonable and appropriate in the circumstances, to place considerable weight on the investigation and conclusions of an industry expert.

Issues identified within the first six months

Mr W said my decision ignored the legal standard in the CRA about goods which are found to be faulty within the first six months from supply. In relation to this, the CRA says:

"...goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day."

I've considered what the CRA says here, however, I don't consider this means any fault identified with goods, within the first six months from being supplied means it wasn't of satisfactory quality. I don't think that would be a reasonable or fair interpretation. For example, there may be an issue with goods within the first six months of supply, that was a result of other factors, such as misuse, user error or other external factors. In the circumstances of this complaint, Mr W was supplied with a car which already had considerable usage. It was around three years old and had travelled nearly 23,000 miles, which isn't insignificant, so it's reasonable to take its usage into consideration when thinking about its quality. The quality of this vehicle would be of a different standard to one that was supplied brand new, and without having previous usage. For example, there may be higher expectations on the durability and performance of certain components.

The independent inspection carried out by an industry expert is a key piece of evidence in determining whether an issue would have likely been present or developing to an unreasonable level when the car was supplied. In the case of Mr W, the independent inspection report didn't consider that was the case.

Not being told about how to maintain the car

In his response to my provisional decision Mr W said there was a failure to disclose critical information. He said, *"at no time was I advised that the vehicle required long or high-speed*

journeys in order to maintain the proper functioning of the DPF, or that short journeys could lead to costly mechanical issues”.

I've thought about this carefully, but I don't consider this amounts to a failure of Santander or their representatives, at the point of sale. Mr W decided to acquire a vehicle of a particular type and model. I don't think it's reasonable to place the responsibility of how the vehicle should be operated on the supplier. I think there'd be a fair assumption that Mr W was acquiring a vehicle that he'd have a reasonable knowledge of how it should be used or maintained. Or that he'd carry out a level of research, prior to acquiring it if he was unsure.

I think the dealership in their negotiations, whilst they may have been acting on behalf of Santander, were entitled to work on the basis that Mr W understood how to reasonably operate and maintain the vehicle he was intending to acquire, unless they were made aware that he didn't understand how to do so. I've no evidence to say Mr W made them aware of this. So, I'm not satisfied this was a failure of Santander.

I still consider my provisional decision to be fair and reasonable in the circumstances. Neither party has added anything which gives me cause to change these. Therefore, for the reasons as set out above and in my provisional decision, I'm satisfied that the car was of satisfactory quality when it was supplied to Mr W. So, my final decision is the same.

I recognise that this decision is likely to be disappointing for Mr W, however I can assure him that I've considered all the evidence provided and believe on balance that my provisional findings are fair in the circumstances.

My final decision

My final decision is that I don't uphold Mr W's complaint about Santander Consumer (UK) Plc trading as Santander Consumer Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 31 October 2025.

Benjamin John
Ombudsman