

The complaint

Miss H complains that a car that was supplied to her under a conditional sale agreement with Santander Consumer (UK) plc, trading as Santander Consumer Finance, wasn't of satisfactory quality.

What happened

A used car was supplied to Miss H under a conditional sale agreement with Santander Consumer Finance that she electronically signed in September 2023. The price of the car was £12,479, Miss H made an advance payment of £1,000 and she agreed to make 60 monthly payments of £251.28 to Santander Consumer Finance.

Miss H complained to Santander Consumer Finance about faults with the car in March 2025 and it arranged for the car to be inspected by an independent expert in May 2025. It then said that it was unable to uphold her complaint as those faults weren't related to any issues that she'd experienced with the car within the first six months of the agreement. Miss H wasn't satisfied with its response so referred her complaint to this service.

Miss H's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He thought that the problems appeared to be due to a reasonable level of wear and tear and that the car was of satisfactory quality when it was supplied, so it wouldn't be fair to ask Santander Consumer Finance to do anything more to resolve Miss H's complaint.

Miss H hasn't accepted the investigator's recommendation and has asked for her complaint to be escalated to an ombudsman to make a final decision. She's provided a detailed timeline of what's happened with the car since it was supplied to her and says that the car has had numerous electrical faults reported in the 17 months of usage, which she believes to be more than an average person would have to deal with after buying a second hand car with average mileage and well below an average age of a car in the UK. She also says that she's discovered an outstanding recall on the car.

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.

Santander Consumer Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss H. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss H was first registered in June 2017, so was more than six years old, it had been driven for 52,221 miles and the price of the car was £12,479. 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 a number of factors.

The car had passed an MOT test with no advisories in July 2023 and it was supplied to Miss H in September 2023. The ABS sensor was replaced in November 2023 and the car failed an MOT test in July 2024, when its mileage was recorded as 63,400 miles, so in the ten months since it had been supplied to Miss H, the car had been driven for 11,179 miles. The issues that caused the car to fail the MOT test included warning lights about the ABS system, the electronic braking system and the electronic stability control. The dealer's invoice shows that there was an ABS pump failure and the ABS sensor was again replaced. The car passed an MOT test later that day.

Miss H says that that the car suddenly lost all power and displayed a check engine light with no prior warning in February 2025, when it had been driven for 71,360 miles, and that she hasn't used the car since then. She says that an electrical report from a garage that looked at the car shows numerous electrical faults, including three faults related to the ABS system. She complained to Santander Consumer Finance about the car in March 2025 and it arranged for the car to be inspected by an independent expert in May 2025.

The inspection report records the car's mileage as 71,360 miles and says that nine faults with the ECU and three faults with the ABS were diagnosed. It says:

"In our opinion, based on the evidence available at the time of our inspection, the faults found are not related to the ABS issue that was repaired previously. We were informed the vehicle had an ABS sensor fitted previously and an ABS module fitted which is not related to the engine having a misfire. Due to the vehicle's misfire, it will require a compression check and a borescope into the engine. The compression check is also due to the vehicle turning over very quickly ... We would recommend further investigation into the engine misfire and we would advise not to use the vehicle as it will be causing irreparable damage to the engine and the exhaust system i.e. catalytic convertor. We would determine this to not be the seller's responsibility".

It's clear that that there have been issues with the car's ABS as the ABS sensor was replaced in November 2023, an ABS pump failure was identified when the car failed an MOT test in July 2024 and the independent expert identified three faults with the ABS, but the issue that caused the car to lose power in February 2025 seems to be an engine misfire and an ECU fault. I've seen no evidence to show that the car had a mis-fire or ECU fault before February 2025, and Miss H was able to use the car for about seventeen months, in which time it was driven for 19,139 miles, before a misfiring issue occurred.

I've seen no evidence to show that issues with the car's ABS caused it to lose power in February 2025 and the inspection report says that the previous issues with the ABS sensor and module aren't related to the misfiring. Although there have been issues with the car's ABS, Miss H was able to use the car for seventeen months, in which time the car was driven for more than 19,000 miles.

I'm not persuaded that the issues that caused the car to lose power in February 2025 were present or developing when the car was supplied to Miss H in September 2023 or that those issues caused the car not to have been of satisfactory quality at that time. I've carefully considered all that Miss H has said and provided about her complaint, including her detailed responses to the investigator's recommendation, but I don't consider that her complaint should be upheld. Miss H says that she's discovered an outstanding recall on the car. A recall on a car doesn't mean that it wasn't of satisfactory quality when supplied and I've seen no evidence to show that the recall issues caused the car to lose power in February 2025.

Miss H has also complained about the service that she received from the dealer, but this complaint is made against Santander Consumer Finance and, even though it has a

relationship with the dealer, it wouldn't be responsible for the actions of the dealer about which she's complained. Miss H complained to Santander Consumer Finance about the car in March 2025, it arranged for the car to be inspected by an independent expert in May 2025 and it sent her its final response letter less than two weeks later. I consider that it has dealt with her complaint fairly and reasonably.

Miss H hasn't been able to use the car since February 2025, and it's clear that she feels very strongly about her complaint, so I appreciate that my decision will be disappointing for her. I find that it wouldn't be fair or reasonable in these circumstances for me to require Santander Consumer Finance to allow Miss H to reject the car, to pay for it to be repaired, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 11 February 2026.

Jarrold Hastings
Ombudsman