

The complaint

Mr R complains that a car he acquired with a conditional sale agreement through Santander Consumer (UK) PLC trading as Santander Consumer Finance (SCF) wasn't of satisfactory quality. Also that SCF discriminated against him by not making reasonable adjustments. He would like the car repaired, a refund of payments made from January 2025, consequential losses and compensation for the distress and inconvenience

What happened

Mr R says he took out a conditional sale agreement in August 2021 for a brand new car. In December 2024 he had issues with the infotainment system, demister, heating and indicator functions making the car unsafe to drive.

He says the dealership initially agreed to repair the car under warranty but changed its mind as the warranty for the infotainment system had expired - it was only valid for 3 years. At this point Mr R says he complained to SCF but it wouldn't take responsibility for the car.

Mr R said in a call with SCF, despite advising of his cognitive impairment, the call handler constantly spoke over him and didn't make any reasonable adjustments for him.

SCF accepted there were issues with the car. However as these arose more than six months after Mr R had the car it said it wasn't responsible as there was no evidence of a point of sale issue.

I issued a provisional decision in which I found:-

- I appreciated it must have been really frustrating for Mr R to have issues with his car all the more so given he felt SCF didn't make any reasonable adjustments for him when he was trying to deal with this.
- When issues arise with cars we usually say if these arise within 6 months it's the responsibility of the business to investigate and, if appropriate, resolve. If issues arise after 6 months the onus is on the consumer to evidence faults and demonstrate they are point of sale issues for which the business is responsible.
- In this case there was no dispute that the issues that arose with Mr R's car happened more than 3 years after he had it. So we would expect him to evidence this, usually by an independent inspection of the car.
- Mr R didn't arrange any such inspection. I appreciated he may not have realised that the onus was on him to do so. However, in its final response letter (frl) SCF said it needed evidence from an independent source that the goods were unsatisfactory at the point of sale. So, at that point Mr R knew he had to provide independent evidence.
- SCF also didn't arrange an independent inspection of the car. Whilst it wasn't obliged to do so, it could have chosen to arrange this.

- Independent inspections are usually definitive since the inspector is specifically expected to confirm, as part of their report, if the issue is a point of sale one or not. It was unfortunate I didn't have this information to consider all the more so as I understood the car had now been sold so there is no opportunity for me to ask for an inspection to be carried out.
- Given I have no independent evidence of point of sale issues with the car I could only base my findings on the information that I had.
- As I understood it all the issues with the car were down to the infotainment system failing which impacted on some essential safety features such as the heating, air conditioning, screen demisting and indicator sounds.
- I also understood that the warranty for the infotainment system was only valid for 3 years so, whilst it's unfortunate that the dealership initially said it would repair the car, I don't think it was under any obligation to do so when it realised the warranty for that particular item was no longer valid.
- I was sympathetic to the fact Mr R took out an agreement for a brand new not a used car. As such I think he could reasonably have expected it to be fault free for a considerable time. However, that doesn't mean that faults wouldn't occur.
- It was unfortunate that the fault that occurred with the infotainment system had a knock-on effect with other components of the car. However I don't think that one issue, 3 years after Mr R had the car, meant that the car wasn't durable.
- I also had to take into account that Mr R hadn't independently evidenced a point of sale issue for which SCF was responsible. And that the warranty for the infotainment system had expired
- On this basis I couldn't reasonably ask SCF to refund the monthly payments when Mr R didn't have use of the car. It had no responsibility to arrange and cover the cost of repairs or any other costs as no point of sale issue had been identified.
- The second part of Mr R's complaint related to how SCF dealt with Mr R given his cognitive impairment.
- SCF accepted it caused some distress and inconvenience in its phone calls. Having listened to some of the phone calls. It's clear from the calls that offering reasonable adjustments would have been appropriate, but this wasn't raised with Mr R.
- Also, as Mr R had requested email communication rather than phone calls, I am not sure why SCF called him rather than communicating via email as requested. It's clear from Mr R's correspondence with us that he has support with written communication from a third party making it easier for him to communicate.
- I thought that SCF could, and should have done more to support Mr R. However I didn't think this lack of support impacted on its decision not to take responsibility for the infotainment system as it had no obligation to do so.
- I noted SCF had offered Mr R £150 for any distress and inconvenience caused and I felt this was fair.

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.

SCF accepted my provisional decision and made no further comments for me to respond to.

Mr R didn't respond to my provisional decision by the original deadline we gave. We emailed him giving him further time to do so but we have had no response.

So I think it is now only fair to SCF that I go ahead and issue my final decision.

Although I have had no comments from either party to consider I would like to reassure Mr R that I have carefully re read and considered the findings I made in my provisional decision.

I am still of the view that my provisional decision was fair and reasonable based on all the information I had. So , with no new information to consider I have no reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint.

In full and final settlement , Santander Consumer (UK) PLC trading as Santander Consumer Finance should pay Mr R £150 for any distress and inconvenience caused by its communications with him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 9 December 2025.

Bridget Makins
Ombudsman