

## The complaint

Mrs M complains that Santander Consumer (UK) Plc trading as Santander Consumer Finance rejected her claim in respect of a faulty car.

## What happened

In December 2022 Mrs M bought a second-hand car at a cost of £22,300 funded by a deposit of £3,500 with the balance coming from a conditional sale agreement with Santander. The car was first registered on 17 July 2019 and had covered 34,569 miles when it was purchased by Mrs M. As of 29 May 2025, it had covered 51,352 miles. Mrs M has encountered some issues with the car since the point of sale.

In January 2023 the air conditioning was not working and the merchant arranged for this to be repaired. In July 2023 the car ceased to operate and the AA were called, but it started working again. This happened again in September and in December. This was diagnosed as a faulty fuse and was repaired.

In September 2024 a faulty diesel particulate filter (DPF) was identified and this reoccurred in January 2025. These two repairs cost £558 and £576 respectively.

Mrs M contacted Santander on 7 January 2025 asking that it compensate her for her costs and losses. It rejected her claim and said the initial fault had been repaired and as it had not been contacted when the later faults arose no opportunity had been given for it to have arranged for an independent inspection. It also noted that the DPF issue arose 20 months after purchase and the repairs had been carried out independently without its knowledge.

Mrs M bought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. Our investigator asked if there was an independent expert opinion regarding the faults. Mrs M provided the following from the garage which repaired the DPF. It said:

*"The primary issue with the vehicle lies within the Diesel Particulate Filter (DPF) system. On both occasions of inspection, faults were identified relating to the functionality of the DPF sensors and the filter itself. This system is critical for managing exhaust emissions, but in this case, the DPF system has consistently failed to function as intended."*

Our investigator concluded the car had suffered faults but she did not consider there was sufficient evidence to show the later faults were present at the point of sale. Mrs M didn't agree and asked that her complaint be considered by an ombudsman.

## 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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have

happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mrs M that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Mrs M entered a credit agreement for a vehicle and it turns out something she was told about the agreement by the credit broker, which induced her into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mrs M was second-hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand-new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear. For the faults appearing after six months the onus is on Mrs M to establish the car was faulty at the point of sale in order for Santander to be able to pay the redress she is seeking.

Based on what I've seen, I'm satisfied that there were faults with the car. I say this because there is evidence of an electrical fault and a faulty DPF.

I've gone on to consider whether the faults meant that the car wasn't of satisfactory quality at the point of supply. An independent inspection report can help to determine whether a car is of satisfactory quality. However, we do not have one here. We do have a brief note from a garage which repaired the DPF filter to say it was faulty. It does not say what caused the fault or when the fault arose. So, it is of little help in establishing whether the car was faulty at the point of sale or if it had an inherent fault.

Mrs M has also referred to material on the internet in support of her claim, but this does not establish that her car had an inherent fault. It is clear she has had encountered several issues, but the car was some five years old when the DPF issue arose. I believe it should have lasted longer than it did, but how the car is used has significant impact on the DPF and so one cannot say that it had some inherent fault.

Quite simply, I do not consider there is sufficient evidence to show the car was faulty at the point of sale or that a fault was developing. Even cars of a premium brand suffer from wear and tear and issues will arise from time to time.

The earlier issue of the air conditioning and the electrical issues were repaired at no cost to Mrs M and I cannot say that these should allow her to pursue Santander for redress. That said, I do recognise the inconvenience she suffered. But that does not mean that Santander has any liability for the distress and inconvenience she suffered.

While I have every sympathy with Mrs M I do not consider I can uphold her complaint.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 December 2025.

Ivor Graham  
**Ombudsman**