

The complaint

Ms K complains that a car she acquired via a conditional sale agreement with Santander Consumer (UK) Plc trading as Santander Consumer Finance isn't of satisfactory quality.

Ms K has been assisted in bringing her complaint by a member of her family, however for ease of reference as the agreement is between Ms K and Santander then I will only refer to Ms K in my decision.

What happened

In March 2025 Ms K entered into a four-year conditional sale agreement with Santander for a used car. The car was around six years old and had a mileage of about 80,000.

Ms K says that the day after taking the car one of its headlights failed. She contacted the dealer about the issue and they provided a financial reimbursement as a gesture of goodwill which she accepted. The headlight had a new bulb fitted.

Ms K says that a short time later the window trim from the left-hand side window came loose when driving the car on the motorway. She said she thought this could have been hazardous if this part had hit another car.

Ms K says that the next issue arose with the ABS warning light illuminating on the dashboard and so she arranged for the car to have a diagnostics check run at a garage at the cost of £60. The garage said there was a potential issue with the ABS. Ms K made a complaint to Santander about the car raising with it her concerns about the window trim having come loose and been lost, a squeak from the driver's side axle and the intermittent issue with the ABS warning light illuminating.

Santander arranged for the car to be inspected on two occasions in June 2025 by an independent engineer. The independent engineer prepared two reports. In the first report, the engineer said that the car was in a good condition for its age though they noted the missing window trim which the dealer had confirmed wasn't missing at the point of supply to Ms K. They also said that the squeak was likely to be from the rear brake discs and pads which were nearing the end of their serviceable life. The engineer concluded that the missing trim and brake noise were issues that had arisen after the point of supply and that these had occurred due to wear and tear.

In their second report, the engineer reported that, having taken the car for a test drive and monitored the live data and the ABS wheel sensor readings, there were no inconsistencies found. They concluded there was no fault with the ABS and that the fault codes were historic and should be cleared.

As a result of the independent engineer's reports Santander said it wasn't able to uphold Ms K's complaint. Ms K was unhappy at this decision and complained to this service. She said she wanted the car to be repaired at no cost to herself.

Our investigator didn't recommend that Ms K's complaint should be upheld. He said that

looking at the evidence there wasn't a fault with the ABS as although the diagnostics had shown codes for a fault these were historic. Our investigator also said that although there were faults found with the missing window trim and with the brakes, these were both issues that had arisen from use and, taking into account the age and mileage of the car, would be considered fair wear and tear. He said the car was of satisfactory quality at its point of supply.

Ms K disagreed with our investigator's view. She said there is an ongoing problem with the car's headlights and also with one of its seatbelts and with the petrol cap. Ms K says these faults all point to the car not being fit for purpose. She said she had ongoing concerns about the ABS being faulty and needing repair.

As the parties were unable to reach an agreement, the complaint has been passed to me.

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 looking at this complaint I need to have regard to the relevant law and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the conditional sale agreement entered into by Ms K is a regulated consumer credit agreement, then this service is able to consider complaints relating to it. Santander is also the supplier of the goods under this type of agreement and is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 there is an implied term that when goods are supplied the quality of the goods is satisfactory. The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

Here the car was around six years old and had a mileage of about 80,000 so some wear and tear would have been suffered by its components and repair, and maintenance issues would be expected to arise after a reasonable period of time.

I've seen that Ms K has raised there was an issue with the headlamp within a very short time of acquiring the car and says that there is still an ongoing problem with them. She says in October 2025, due to the head lamps not operating after dark, she had to call out roadside assistance, who advised there was a potential fault with the headlamps beyond the bulbs needing to be replaced. However, looking at the report provided by the roadside assistance company this doesn't set out any details of what they found when they inspected the car and I haven't seen any other evidence which clarifies what, if anything, is wrong with the headlights. I also haven't seen that Ms K has raised ongoing issues with the headlamps with Santander which is important because a business must have the opportunity of investigating an issue before I can consider it. Ms K has also raised an issue with one of the seatbelts and with the petrol cap, but again I haven't seen any evidence as to what these faults could be.

So, when considering the evidence of whether this car was as durable as a reasonable person would have expected for its age and use then I think it's reasonable to conclude that it is. This is because an issue with a headlamp is likely to be due to the bulb, and I haven't

any evidence that this wasn't the cause of the problem. And where evidence is missing or contradictory then I must decide what is the most likely thing to have happened. I think the headlight problem that occurred within a day or so of Ms K acquiring the car was due to wear and tear and was sorted by the dealer. I don't think this made the car of unsatisfactory quality.

If, however, Ms K discovers there is a more significant issue with the headlamps then she will need to raise that with Santander. And as Santander hasn't had an opportunity of investigating the seatbelt fault or the petrol cap issue then again Ms K will need to raise those with them if they didn't arise from wear and tear.

It isn't disputed that the window trim was missing from the car and that this came loose after Mrs K had acquired it. I've also seen that Santander found this had been due to wear and tear. While I appreciate Ms K's concern this item came loose and fell off while on the motorway this doesn't necessarily mean the car wasn't of satisfactory quality. I think it's more likely than not that over time this trim has become loose leading to it coming free when the car was driven at speed and that this was due to the age of the car. As this was due to the age and use of the car I don't think it's a fault that would mean the car wasn't of satisfactory quality at its point of supply. It would be considered fair wear and tear and something which would reasonably need maintenance and repair by Ms K.

Ms K hasn't raised an ongoing concern about the squeak from the driver axle. I don't know if she had the brakes investigated or repaired, but the issue found by the engineer would be considered as serviceable items. That is, these are parts (the brake discs and pads) which are expected to require maintenance and replacement at regular intervals. Worn brake pads and discs in a car of this age and mileage would be reasonably expected and wouldn't mean the car wasn't of satisfactory quality.

The ABS was checked by the independent engineer, and I would give their findings greater weight than the diagnostic check arranged by Ms K. This is because a diagnostic check will only reveal the presence of fault codes not that these faults are actually present. Fault codes can remain showing even when the problem has been corrected, and the engineer has said they thought these were historic in nature. I haven't seen any evidence that there is a fault with the ABS.

While I appreciate this will be of disappointment to Ms K I'm not upholding her complaint. I don't have enough evidence to think that the issues she's experienced with the car are more than the wear and tear which would be reasonably expected when taking into account the age and use of the car. I'm satisfied it was of satisfactory quality when Ms K acquired it.

My final decision

For the reasons set out above, I'm not upholding Ms K's complaint.

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

Jocelyn Griffith
Ombudsman