

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 was dated in January 2025. The price of the car was £16,100, Miss H made an advance payment of £500 and she agreed to make 48 monthly payments of £273.59 and a final payment of £7,744.09 to Santander Consumer Finance.

Miss H became aware of issues with the car's tyres in March 2025, so she complained to the supplying dealer. It says that it paid her £300 in April 2025 to reimburse her for the cost of the rear tyres and that it then paid her a further £101.69 to reimburse her for the cost of a wheel alignment and other expenses.

Miss H complained to this service about issues with the car in July 2025 and details of her complaint were provided to Santander Consumer Finance. It paid £300 to Miss H to reimburse her for the cost of a replacement front tyre and to refund her payments under the conditional sale agreement for the then days that she said that she couldn't use the car.

Miss H wasn't satisfied with its response as she wanted to reject the car, so her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he wasn't satisfied that the car was of satisfactory quality at the point that it was supplied but Santander Consumer Finance was entitled to an opportunity to repair the car before rejection could be considered and he'd seen no evidence to suggest that the repairs were unsuccessful or that the car continued to be faulty. He said that Santander Consumer Finance had met its obligations in covering the cost of the necessary repairs, and there was no right to reject the car. He didn't believe that Santander Consumer Finance had acted unfairly or unreasonably in its handling of Miss H's complaint and he thought that the £150 that it had paid to Miss H as compensation for distress and inconvenience was fair and reasonable.

Miss H hasn't accepted the investigator's recommendation and has asked for an ombudsman to make a decision on her complaint. She says, in summary and amongst other things, that:

- it wasn't reasonably possible for her to have identified the defect within 30 days of the car being supplied to her and she contacted the supplying dealer immediately after the defect was identified and she wasn't advised that she needed to raise the issue with Santander Consumer Finance;
- the issue with the tyres was a pre-existing defect rendering the car not of satisfactory quality and not roadworthy at the point of supply and it was fraudulently misrepresented to her;
- it's inequitable and procedurally unfair to deny her statutory right to reject the car on the basis of a timeline that she couldn't reasonably have influenced; and

- during the ten days that the car was off the road she was unable to work and struggled to transport her children to school, causing, considerable distress and hardship, and the £150 compensation doesn't fairly reflect the impact this matter had on her, nor the anxiety and financial stress she continues to experience as she has no faith in the car and hasn't been able to drive it.

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 August 2020, so was about four and a half years old, the conditional sale agreement says that it had been driven for 41,794 miles and the price of the car was £16,100. 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.

One of the car's tyres was punctured in March 2025 and Miss H took the car to a garage. She was advised that the rear tyres were out of shape and that a front tyre was worn. She complained to the supplying dealer and it paid her £300 in April 2025 to reimburse her for the cost of replacing the car's rear tyres and it then paid her a further £101.69 to reimburse her for the cost of a wheel alignment and other expenses. When Santander Consumer Finance became aware of Miss H's complaint, it also paid her £300 which was to reimburse her for the cost of replacing the worn front tyre and to refund her payments under the conditional sale agreement for the ten days that she said that she couldn't use the car. The garage's vehicle health check summary shows that the front tyre was worn, but within legal limits, so I don't consider that it caused the car to not have been of satisfactory quality when it was supplied to Miss H or that Santander Consumer Finance was required to pay for that tyre to be replaced.

The garage's report shows that the car's rear tyres were out of shape and I consider it to be more likely than not that the car was supplied to Miss H with tyres that were out of shape and that that caused the car not to have been of satisfactory quality when it was supplied to her. The supplying dealer has paid £300 to Miss H for the cost of replacing the out of shape tyres and Santander Consumer Finance has reimbursed Miss H for the cost of the worn front tyre. I've seen no evidence to show that there are any other faults with the car or that there have been further faults with the car's tyres. I consider that the supplying dealer's and Santander Consumer Finance's responses to the issues with the car have been fair and reasonable and were an appropriate remedy for the tyre issues.

Miss H says that she had the right to reject the car. The Consumer Rights Act 2015 says:

“A consumer who has the short-term right to reject loses it if the time limit for exercising it passes without the consumer exercising it, unless the trader and the consumer agree that it may be exercised later ... The time limit for exercising the short-term right to reject ... is the end of 30 days beginning with the first day after ... possession of the goods has been transferred to the consumer ...”.

Miss H didn't ask to reject the car until more than 30 days after she took possession of it, so she lost her short-term right to reject the car, even though she didn't become aware of the issues with the tyres until more than 30 days after the car had been supplied to her. I don't

consider that Miss H had the right to reject the car because of the issues with the tyres and I'm not persuaded that the car was fraudulently misrepresented to 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.

Miss H complained to the supplying dealer and it made the payments to her that are described above. Miss H then complained to this service in July 2025 and details of her complaint were provided to Santander Consumer Finance. It says that it spoke with Miss H early in September 2025 and it sent her its final response letter later that month. I consider that the customer service that Santander Consumer Finance has provided to Miss H has been of a reasonably acceptable standard.

Miss H has described the distress and hardship that she's been caused and the impact that these events have had on her. Santander Consumer Finance has paid £300 to Miss H, which included a refund of her payments under the conditional sale agreement for the ten days that she said that she couldn't use the car. I consider that to have been fair and reasonable in the circumstances and I find that it wouldn't be fair or reasonable for me to require Santander Consumer Finance to pay her any more 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 9 February 2026.

Jarrold Hastings
Ombudsman