

## **The complaint**

Mr H complains that a car that was supplied to him under a conditional sale agreement with Santander Consumer (UK) plc, trading as Santander Consumer Finance, wasn't of satisfactory quality. His wife is also involved in his complaint.

## **What happened**

A used car was supplied to Mr H under a conditional sale agreement with Santander Consumer Finance in April 2023. The price of the car was £27,500, Mr H made an advance payment of £15,000 and agreed to make 60 monthly payments of £268 to Santander Consumer Finance.

A manufacturer's dealer advised Mr H and his wife in February 2025 that the car had had an accident and a poor repair done, so they complained to Santander Consumer Finance. It arranged for the car to be inspected by an independent expert in April 2025, but didn't uphold their complaint. It said that the inspection had confirmed that there was bodywork damage and repairs, but due to age and mileage, it was unable to determine when the defects had occurred and when the repairs had been carried out.

They weren't satisfied with its response, so they referred Mr H's complaint to this service. The 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 it was likely that the damage and repairs were carried out after Santander Consumer Finance supplied the car to Mr H and he didn't think that it wasn't of satisfactory quality when supplied.

Mr H hasn't accepted the investigator's recommendation and has asked for an ombudsman to make a decision on his complaint. His wife says that they know that the car hasn't been involved in a smash whilst they have had it, they wouldn't have used specialist garages for services, MOT tests and repairs and then have damage badly repaired by a non-specialist garage and they have comprehensive insurance so they would have made an insurance claim if the car had been involved in an accident when owned by them. She also says that she's going to provide a report from an independent assessor.

## **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 Mr 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 Mr H was first registered in March 2020 so was about three years old, it had passed an MOT in March 2023, shortly before it was supplied to Mr H and its mileage was recorded at that time as 37,940 miles, and the price of the car was £27,500. 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 March 2023 MOT test included advisories about the nearside rear tyre and the offside front brake disc. The car failed an MOT test in March 2024 because the offside front tyre was fouling a part of the car and a cut in the nearside rear tyre. The car passed an MOT test with no advisories two days later and its mileage was recorded as 47,371 miles.

A manufacturer's dealer advised Mr H and his wife in February 2025 that the car had had an accident and a poor repair done and it provided them with an email in March 2025 which said:

*"... this vehicle is not fit for the road and has been in what appears to be an accident at some point with several poor repairs carried out on the vehicle. The vehicle has had a front-end smash, new door, new wing and new bonnet fitted and has been done not to a [manufacturer] standard. There is damage to the offside front chassis, inner arch panel and wiring under the wheel arch. The vehicles brakes are dangerous as the bulkhead has been damaged, causing multiple warnings and running issues on the vehicle. This vehicle has been deemed unsafe to drive by our technicians ... and we strongly advise not to drive the vehicle for safety reasons for you and your family".*

Mr H and his wife complained to Santander Consumer Finance in February 2025 that the car had been mis-sold because of the accident damage and repairs. It arranged for the car to be inspected by an independent expert in April 2025. The inspection report records the car's mileage as 54,970 miles and says:

*"We can conclude there is evident to suggest front end repair and offside repair due to the bonnet being misaligned, the front tyres being worn to the outside edge exposing the tyre cords, suggesting a potential wheel alignment issue, witness marks to the bonnet securing nuts, the front panel behind the offside grille being damaged, the offside front fog lamp sitting insecurely within the bumper, evidence of paint repairs to the offside front wing, offside front door, offside rear door, offside rear wing, nearside front wing and bonnet. On attempting to start the vehicle from cold, there was no start available ... At this stage with the time and mileage covered from purchase until failure, it is considered that sufficient time and mileage have been covered for the faults to not have been present at the point of sale".*

The car had passed an MOT test in March 2023, so it was roadworthy at that time and no issue with the offside front tyre fouling a part of the car was reported. The car was then driven for 9,431 miles before the March 2024 MOT tests. I consider that it would be reasonable to expect Mr H to have noticed if the front tyre had been fouling a part of the car for a year and 9,431 miles. That issue was identified when the car failed an MOT test, but the issue was remedied as the car then passed an MOT test and was found to be roadworthy in March 2024.

The manufacturer's dealer advised Mr H and his wife in February and March 2025 about issues with the car, but if those issues had been present in March 2024, I consider that it would be reasonable to expect that they would have been identified when the car failed an MOT test and the issue with the tyre fouling a part of the car was remedied. The car's mileage when it was inspected in April 2025 was 54,970 miles so, if Mr H and his wife stopped driving the car in February 2025 as advised, in the time between the March 2024 MOT test and the advice from the manufacturer's dealer, the car was driven for another 7,599 miles before the issues were identified.

The inspection report identified faults with car but said that the time and mileage covered from when the car was supplied to the faults being identified was sufficient for the faults to

not have been present when the car was supplied to Mr H. I consider that it was then fair and reasonable for Santander Consumer Finance not to have upheld the complaint.

Mr H's wife said in December 2025 that she was awaiting a report from an independent assessor about the car. That was more than two months ago and she hasn't provided a report. I'm not persuaded that it would be fair or reasonable in these circumstances for there to be any further delay in a decision being issued on this complaint, so I've made my decision on the basis of the evidence that it available to me.

I've carefully considered all that Mr H and his wife have said and provided about the issues with the car, but I'm not persuaded that there's enough evidence to show that there was damage to the car when it was supplied to Mr H in April 2023 or that the car wasn't of satisfactory quality at that time. I appreciate that my decision will be disappointing for Mr H and his wife, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Santander Consumer Finance to allow Mr H to reject the car, to pay for it to be repaired, to pay him any compensation or to take any other action in response to his complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 March 2026.

Jarrold Hastings  
**Ombudsman**