

The complaint

Mr V complains that a car supplied to him under a conditional sale agreement with Santander Consumer (UK) Plc is of unsatisfactory quality.

What happened

In February 2023, Mr V entered into a conditional sale agreement with Santander Consumer (UK) PLC (SC) to acquire a brand-new car. The cash price of the car was £47,920.00 with an advance payment of £10,000.00 listed on the agreement. The total payable listed on the agreement was £56,714.56. This was to be repaid by 48 monthly instalments of £523.22, followed by a final payment of £21,600.00.

Mr V explained he's encountered serious technical faults with the vehicle, as well as numerous issues with it. These include recalls, a problem with the wireless charger, the battery running flat and the vehicle suffering from noises. Mr V complained to SC about the issues he was having.

SC did not uphold Mr V's complaint. It said in its final response that as Mr V did not allow an inspection of the vehicle, it couldn't determine if there were issues with the vehicle. Mr V was unhappy with this as he explained the inspection was arranged at late notice and was not convenient for him when he was told it would be.

As a result, Mr V brought his complaint to this service where it was passed to one of our investigators. The investigator didn't uphold Mr V's complaint. They explained that the car was not of satisfactory quality and there wasn't any evidence to show the vehicle still had any faults with it.

Mr V disagreed with this, and so I've been asked to review the complaint to make a final decision.

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.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr V acquired a car under a conditional sale agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr V's complaint about SC.

SC is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that “the quality of the goods is satisfactory, fit for purpose and as described”. To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle’s history.

In this case, Mr V acquired a car that was brand-new. As this was a brand-new car, it’s reasonable to expect the level of quality to be higher than a used, more road-worn car. It would be reasonable to suggest Mr V would expect to be able to use this free from significant defects, for a considerable period of time.

I’ve reviewed the evidence available about the issues Mr V experienced with the vehicle. Whilst I can see that there were faults early on, particularly in relation to noises from the rear of the vehicle and a wireless charger, these appear to have been resolved as part of repairs some time ago, and there is no evidence to show the vehicle currently has a fault.

Mr V has explained the faults he encountered with the vehicle, and these are backed up by some invoices from 2023 showing that a wireless charger needed replacing, and work was done to reduce noise in the vehicle. Alongside these invoices, there are also ones that show a replacement battery due to the vehicle ignition being left on for a significant period of time damaging the cells, and a number of recall notices.

I appreciate why Mr V has been unhappy with the vehicle, as he may not have expected to see recall notices and issues with the vehicle. Mr V explains in an email that he doesn’t expect to need any repairs through his contract except for maintenance. Having said this, recall notices don’t necessarily confirm a fault with a vehicle, and can be precautionary in nature. A recall wouldn’t automatically make a vehicle of unsatisfactory quality.

As I’ve mentioned I do think there were issues with the wireless charger and noises with the vehicle that you wouldn’t expect with a brand-new car, but repairs appear to have been accepted and carried out. I can see Mr V did ask to reject the vehicle or swap it, but then the repairs were allowed to take place. I can’t see that any of these repairs had failed.

I also have no evidence to show that there are any current faults with the vehicle making it of unsatisfactory quality. Mr V explained that the inspection report was not arranged at a convenient time for himself and explains that SC told him in a conversation that it would be. I have no reason to doubt what Mr V has said about this; however, this is a step that SC didn’t necessarily have to take due to the length of time passed since the start of the agreement and as an agreement couldn’t be made about when the inspection would happen, this wasn’t carried out.

An inspection report couldn’t be carried out, as it wasn’t convenient for Mr V. I note Mr V has explained he wasn’t able to pay for the report to be carried out and wanted SC to follow through on arranging this for him.

This means that there is no evidence of any current faults with the vehicle, meaning that I’m not persuaded the car is currently of unsatisfactory quality. Even if there was a report carried out, it may not be able to point to if any faults that may exist were present or developing at the point of sale, due to the length of time between taking out the agreement, and the report being carried out.

As mentioned above, I appreciate Mr V's frustration with the vehicle and the issues it had early on, and I appreciate that he does not agree the vehicle is of satisfactory quality, but I have no information that persuades me SC need to do anything differently here.

My final decision

Although I acknowledge why Mr V is unhappy with what's happened, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 20 February 2026.

Jack Evans
Ombudsman