

The complaint

Mr M complains about the quality of a used car he acquired through a conditional sale agreement with Santander Consumer (UK) Plc trading as Santander Consumer Finance ('Santander'). Mr M says that the car is not fit for purpose and it has been faulty from the time it was supplied to him.

What happened

Mr M's complaint is about the quality of a car he acquired in October 2024. The car was used, and it was first registered in November 2017. So, it was about seven years old when Mr M received it. It had covered 77,562 miles.

Mr M acquired the car using a conditional sale agreement. The vehicle had a retail price of £28,217 and all of this was financed. This agreement was to be repaid through 60 monthly instalments of £636.85. If Mr M made repayments in line with the credit agreement, he would need to repay a total of £38,211.

Mr M complained to Santander outlining the problems he has had with the car over time. Santander considered this complaint and didn't uphold it. This was primarily because it had the vehicle inspected by an independent third party who concluded that it had been durable and any faults would not have been present at the time of sale.

Mr M didn't agree with this and brought his complaint to the Financial Ombudsman Service.

Our Investigator didn't uphold Mr M's complaint. She said that whilst Mr M had experienced some problems with the car, a third party report had confirmed that it was of satisfactory quality. So, she wasn't persuaded that it was faulty at the time of supply. She said there wasn't enough evidence to contradict the report. And she didn't have enough to say that Mr M was misled at the time of sale due to the service history of the car.

Mr M didn't agree with the Investigator. He didn't think that the car was of satisfactory quality and he provided further evidence that he said showed the problems he is experiencing with the car are due to a lack of servicing.

There was some further correspondence, but no new issues were raised. Because Mr M didn't agree, this matter has been passed to me 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

I've read and considered the whole file and Mr M has provided a significant amount of correspondence and information, but I'll concentrate on what I think is relevant. If I don't comment on any specific point, it's not because I've overlooked it, or not thought about it, but because I don't need to comment on everything to reach what I think is the right outcome.

The agreement in this case is a regulated conditional sale agreement – so we can consider a complaint relating to it. Santander as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that 'the quality of the goods is satisfactory'.

To be considered 'satisfactory', the goods would 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 car's history.

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 this.

This car was about seven years old when Mr M acquired it and it had travelled around 77,562 miles (according to the sales documentation). The cash price was about £28,217 at that time. I think a reasonable person would accept that such a vehicle would probably have some parts that are worn and would need replacing sooner or later – which is reflected in the lower price paid in comparison to a new vehicle.

But there's also a reasonable expectation that a vehicle will be relatively durable - taking into account its age, price and mileage at the outset. So even though the vehicle wasn't new, Mr M should have been able to use it for a reasonable period before it needed significant work.

Was there a fault with the car

Mr M has complained about the quality of the car. Below is a summary of the issues complained about by Mr M and the investigation and repair work that has been carried out by several parties, alongside what has happened in respect of the complaint. Mr M has provided significant correspondence about the problems with the car, and a large part of this information is about the expected lifespan of parts of the vehicle and so on. I won't reproduce all of this, although I have looked at it. But a summary of what has happened is:

- Mr M was advised the car would have a full MOT and service history, but he doesn't think the car had this at supply. This is because the manufacturer's service history of the car shows that the last service was made in April 2023 at 59,296 miles which would mean it went about 18,000 miles without being serviced.
- There were some problems with the brakes very early on and Mr M needed to pay for maintenance on these. Mr M has questioned whether the MOT was completed correctly due to the poor state of the brakes.
- He has experienced problems with the battery, and he says that he has replaced this twice.
- Just over six months from the time of supply, Mr M says the car started to smoke, he later found that the starter motor had expired.

- The garage that made the repair to the car said that it may have problems with the turbochargers and the exhaust gas regeneration ('EGR') and diesel particulate filter ('DPF') systems. And there may be a problem with the engine, Mr M thinks this may be due to the lack of servicing.
- Mr M thinks the car is now beyond economic repair.

The car broke down in April 2024, and it was found out that the starter motor needed replacing. I've seen the invoice from the garage who replaced a starter motor. The invoice was from June 2025, and it noted the car had travelled 83,401 miles. This does say that the car has a possible turbo failure, and it found that oil was flowing through the intake system, the turbocharger and the DPF system. It recommended that this was investigated further. The car was working at this point.

The car has been considered by a third party inspection organisation the report was completed on 25 July 2025. The inspection noted that the battery was defective and that the car may have a problem with drawing power. It did require a new battery. And it was unable to start the car. That said, it found no obvious signs of coolant, oil or engine leaks. The report concluded that Mr M had the vehicle for 190 days and had driven it for 5839 miles. Because of this it thought the vehicle was durable and reliable, and that the issues Mr M had mentioned were not likely to be present at the time of sale.

A garage performed a diagnostic on the car in August 2025, and it has also outlined potential problems with the turbochargers, an engine knock and that the DPF was blocked. It said there could be a bearing failure, and it recommended that these issues were investigated further by stripping the engine.

Given all of this, I think it's reasonable to say that the car has some faults, in particular the independent report noted that the battery was faulty.

Was the car of satisfactory quality bearing in mind the faults

Whilst I have noted these faults and problems, this doesn't necessarily mean that the car wasn't of satisfactory quality at the time of supply. The overriding factor here is that this was a used car that had travelled a significant number of miles before Mr M acquired it. So, it was always going to need some repairs and maintenance over time, as it did. I've thought about whether the work that the car needed was reasonable for a car of this age and prior usage.

Mr M has said the brakes needed work relatively early in the life of them. But brakes do need repair and maintenance over time, and I don't think it's reasonable to say that there was anything unusual in the amount of wear the brakes had. I don't think the brakes were faulty, I think they needed maintenance due to ordinary wear and tear.

Related to this is what Mr M has said about the cars MOT. He has indicated that it may have not been safe due to the condition of the brakes and it shouldn't have passed this test. But as our Investigator said, this is an issue that Mr M will need to raise with the MOT testing service itself. I don't have any power to consider complaints about this organisation.

The independent report said that there was a problem with the car's battery. But, again, this is a part of the car that does wear out from time to time, and it seems this part had reached the end of its life. Again, this doesn't mean that the car wasn't of satisfactory quality due to it needing a new battery.

Mr M says he replaced the batteries, and he has left the car on 'trickle charge' for periods of time. It's not entirely clear what has happened here, and this doesn't seem to be anything

either the car dealer or Santander had any input in. There may be a problem with the power system of the car, but it's not yet been adequately determined that this is the case, and I'm not upholding Mr M's complaint on this basis.

The crux of the ongoing complaint is that whilst the independent report said that the car was of satisfactory quality and relatively durable, Mr M disagrees with this, and he thinks that he has provided evidence (as I've outlined above) that shows the car may have some significant problems with the engine and related components. He also thinks that some parts of the car have worn out prematurely and he has provided his research on this.

But having considered the two garage reports he has provided, whilst they do outline some preliminary investigations and observations about the car, it's clear that both of these garages haven't made a detailed investigation of the car's problems, and they both say it should be looked at further. As did the independent report. Given this, I don't think they are enough for me to say what these problems are and that they make the car of unsatisfactory quality.

Mr M has said that he disagrees with how the independent report was conducted and I've read what he's said about this. I agree that it may not have got to the root of the problems Mr M has with the car. But as I've said above, the other evidence provided by Mr M doesn't do this either and I don't think it conclusively shows the car wasn't of satisfactory quality.

And whilst Mr M has provided significant information about the expected lifespan of some of the car's components, without being able to say exactly what is wrong with it, and what components have failed (if any), I don't think this is evidence that would lead me to uphold Mr M's complaint.

And it is relevant that Mr M has been able to use the car as expected over much of the time that it has been supplied to him. As the third party report said he had driven the car just under 6,000 miles over his first six months or so of usage. Which would point to the car being durable over this time.

Mr M has said that the car may not have a complete service history, and this lack of servicing may have contributed to the problems the car now has. I've seen some of the manufacturers service record. As our Investigator said the car wasn't advertised as having a full service history. And there isn't anything further to support what Mr M has said. And so, I agree that it's not been demonstrated that Mr M was misled about this.

And looking at the service intervals of the car, it may be that the car was serviced late just before Mr M acquired it. But I can't be certain about that, it may have been serviced elsewhere, and the manufacturer doesn't have a record of it. And I don't think I can reliably say that how the car has been serviced has caused any problems with it (if there are problems).

Lastly Mr M has noted that things such as the window mechanisms and the seats have needed to be repaired at times. I don't think these are issues that would mean the car isn't of satisfactory quality. Again, these are issues that develop from time to time in a car of this age and prior usage.

Overall, I can't say it's likely that the engine problems Mr M has with the car were apparent or developing at the time the car was supplied to him. It follows that, having looked at everything, I don't think there is enough for me to say that the car was not of satisfactory quality when it was supplied. I don't think that Santander should be responsible for putting the faults with the car right or paying any compensation.

My final decision

For the reasons set out above, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 March 2026.

Andy Burlinson
Ombudsman