

The complaint

Miss R complains about Santander Consumer (UK) Plc trading as Santander Consumer Finance ('Santander') was of unsatisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Miss R acquired a brand-new car under a conditional sale agreement in January 2022, and the cash price was £13,494.

Soon after acquiring the car Miss R says, she experienced problems with the clutch sticking. Miss R says she tried to have the issue resolved with the supplying dealership and Santander around September 2023, and the car has since been undriveable.

Santander looked into things and issued its final response in October 2025. In short it didn't uphold the complaint. It said Miss R told it the issues had started around January 2025 and she wasn't able to provide evidence of the faults. Because of this, it said it was unable to investigate further.

Our Investigator considered the evidence and didn't think the car was of unsatisfactory quality. In summary he said given the amount of time passed since the car was supplied and there was no evidence to confirm when the fault occurred, he didn't uphold the complaint.

Miss R disagreed; she said amongst other things the car has been in for repair since October 2025. Because of this she thinks rejection would be a fair remedy on the basis that the repair has taken an unreasonable amount of time and caused her significant inconvenience.

In addition to the clutch issue Miss R says an airbag warning fault arose during the repair process which has contributed to the delay. She also said Santander has since applied a missed payment marker on her credit file but due to the car being in for repair she is currently unable to sell the car and mitigate her financial position.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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.

Having done so, I've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Miss R, but I will explain my reasons below.

I trust Miss R will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to

set out my conclusions and reasons for reaching them.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider good industry practice at the time.

I want to make clear at the outset, I understand Miss R says further issues have occurred since the vehicle has been in for repair and there's an issue about a missed payment marker showing on her credit file. These issues didn't form part of the initial complaint and Santander hasn't had the opportunity to investigate. So, my decision here will focus on the complaint raised about the faults associated with the sticking clutch only.

The conditional sale agreement entered by Miss R is a regulated consumer credit agreement and this Service can consider complaints relating to it. Santander is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Miss R entered. Because Santander supplied the car under a conditional sale agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, considering factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

In Miss R's case the car was acquired new, so I think it's fair to say that a reasonable person would expect the level of quality to be higher than a used or more road worn car. And that it would be free from defects for a considerable amount of time.

It isn't in dispute that there's a fault with the car, I say this because Miss R has told us the car is currently in for repair due to the clutch fork seized and the shaft and shims needing repair. She has also provided evidence by way of a service report from the dealership to support this. But simple existence of a fault isn't enough to hold Santander responsible for repairing the car or accepting its rejection.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Santander can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Miss R to show it was present when the car was supplied.

As a starting point there would need to be some evidence of what the fault was. And secondly, that the fault renders the car of unsatisfactory quality at the point of supply.

I understand Miss R says she raised concerns about the issues she experienced in September 2023, but I have no evidence confirming this. Having reviewed Santander's contact notes, I cannot see it received a complaint about this until October 2025. It's not disputed that Miss R has experienced some issues with the car and it is now in for repair under warranty. But I cannot be sure as to when these issues first occurred. Further, Miss R has said the car has been undriveable since September 2023 and I've considered that the car only went in for repair in October 2025.

I'm unsure why it took so long for the car to go in for repair, but I think it's unlikely Miss R would've continued paying for a car she was unable to use for almost two years before

pursuing the matter further. I understand Miss R has said the repairs have taken an unreasonable amount of time and caused significant inconvenience and so rejection should be supported. But for me to consider this further I'd first have to be satisfied that the car was of unsatisfactory quality.

I have not seen any persuasive evidence for me to consider the fault Miss R complains of now was present or developing at the point she acquired the car in January 2022. So, I don't think the car was of unsatisfactory quality.

My final decision

I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 13 April 2026.

Rajvinder Pnaiser
Ombudsman