

The complaint

Mr W complains that a car he acquired through a conditional sale agreement with Santander Consumer UK plc (Santander) wasn't fit for purpose. He would like to reject it.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- Mr W took out an agreement for a new car, as such he could reasonably have expected it to be fault free. When issues arise within the first six months we usually say it's the business responsibility to see if issues are point of sale ones for which it is responsible. And we usually say it's reasonable to allow one opportunity to repair.
- I appreciate Mr W feels he raised issues within the first month of having the car so on that basis should be able to reject it. The right to reject within 30 days isn't absolute and although Mr W raised some issues with the dealership when he got the car – a query over the specification and a scratch - I don't feel these are matters that would have allowed rejection at that point. Neither do I feel that raising these issues meant the 30-day window remained open.
- I don't agree the car was mis represented to Mr W. There is one difference between the demonstrator vehicle and Mr W's. But from what I understand it seems the dealership didn't realise there was a difference so I don't believe there was a deliberate attempt to mislead Mr W. I also understand the UK specification for the car never included a driver monitoring system. Finally, I have seen no evidence Mr W raised this with Santander or with our service which I would have expected him to do if the primary reason for getting the car was to have this feature.
- When Mr W raised issues with the car with Santander it arranged an independent inspection which is what I would have expected it to do. Mr W also arranged an independent inspection. Reports from both inspections confirm excessive noise when travelling at speed needing diagnosis and repair, and that this issue would have been present at the point of sale. I don't agree that Santander has already had one failed attempt to repair this. From the dealership notes I understand this issue was noted and was awaiting a resolution from the manufacturer which has now been provided.
- Santander's report also noted an issue with the door lock operation. It found the tendency for the car to pull the left noted in Mr W's inspection, was the normal results of the car following the camber on the road. It was unable to replicate,

shaking when driving at speed, noted in Mr W's report. I can't reasonably conclude, given the difference between the two reports on these two points, that these are faults for which Santander is responsible.

- Based on all this information I do think there were two point of sale issues with Mr W's car – an issue with the locking system and the excessive noise when travelling at speed. I think it's reasonable that Santander has one opportunity to repair these issues in a timely manner for Mr W.
- I appreciate Mr W has told us he has stopped using the car it, but I haven't seen any evidence that issues with the car made it unsafe to drive. So, I think a refund of 10% of the payments Mr W has made to compensate him for the loss of use and enjoyment of the car, as our investigator recommended, is fair
- Finally, I have noted that Mr W has raised an issue with the heating system but he hasn't provided any evidence of this. Neither was this raised in the inspection report . If Mr W can get some evidence of this he needs to put this to SCF in the first instance

My final decision

My final decision is that I uphold this complaint

In full and final settlement Santander Consumer (UK) plc should :-

- Arrange for, and cover the cost of ,repairs to the car as identified in Santander's independent report
- Refund 10% of the monthly payments Mr W has made to compensate for loss of use and enjoyment of the car with 8% simple yearly interest to be added from the date of payment to the date of settlement on the amounts refunded.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 January 2024.

Bridget Makins
Ombudsman