

The complaint

Miss M complains about a used vehicle she acquired through a conditional sale agreement with Santander Consumer (UK) Plc. Miss M has had problems with the car and believes that it was faulty at the time she acquired it.

What happened

In October 21 Miss M acquired a used car that was approximately five years old and had travelled around 58,000 miles. The car has experienced several issues or faults and Miss M has had separate complaints with Santander about the quality of the car. Santander has dealt with those complaints but Miss S did not refer the previous complaint to our service within the required time period and as our investigator has explained, we cannot therefore consider all of the issues Miss S has raised with Santander previously about the car.

The issue that can be considered relates to the car's headlight alignment and Miss S said this was an issue previously and believes it is because of previous accident damage.

The investigator who considered the complaint set out why they did not believe there was sufficient evidence to uphold the complaint. In summary, they noted the headlight alignment did cause the car to fail an MOT in October 2022, but Miss S has however travelled approximately 16,000 miles since she acquired the car. The investigator did not consider the fault was related to an issue at the point of sale and found it more likely a general wear and tear issue. The investigator also found there to be insufficient evidence this was caused by a previous accident before Miss S acquired the car.

Miss S did not accept the investigator's conclusions and the complaint has been referred to me for consideration.

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 feel my final decision here will come as further disappointment to Miss S as I have come to similar conclusions to those of the investigator, for what are broadly the same reasons. I have not upheld this complaint.

Miss S has referred to a number of problems with the car but as the investigator previously set out, we can only consider the most recent issues dealt with by Santander relating to the headlight alignment.

There is no dispute the car failed its MOT in October 2022, and this was because of a headlight alignment issue. Although repaired, resulting in the car passing the MOT, Miss S believes this is an ongoing issue caused by previous accident damage to the car.

The car was around five years old when Miss S acquired it and it had travelled approaching 58,000 miles. I accept it is possible the car has been previously repaired as a result of an

accident as it is not impossible for a car of this age and mileage to have suffered a previous accident.

But there is insufficient evidence in my view here to demonstrate the problem with the headlight alignment was as a result of prior accident damage and a failed or poor repair. By the time of the MOT Miss S had had the car for around a year and had travelled in the region of 16,000 miles. If the headlight was poorly repaired prior to Miss S acquiring the car I think it more likely the headlight alignment issue would have been apparent sooner. It is possible the headlight became misaligned through general usage over this time.

I note from the MOT history of the car that the car had previously failed an MOT because of the same issue but this was however more than 30,000 miles before Miss S's MOT in October 2022. And there is again nothing here that indicates this was a consequence of accident damage or poor repairs.

As the supplier of the car through the conditional sale agreement Santander is responsible for the quality of the car at the time of the sale, but it's not responsible for the general maintenance and upkeep of the car. Having considered the circumstances of this complaint about the headlight alignment, I am not persuaded there is sufficient evidence to demonstrate the car was not of satisfactory quality when supplied to Miss S. And because of this I do not consider Santander to be liable for any repair costs associated with the headlight alignment.

My final decision

My final decision is that I do not uphold Miss S's complaint against Santander Consumer (UK)Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 19 October 2023.

Mark Hollands
Ombudsman