

## **The complaint**

Mr L has complained about the quality of a car he acquired, using a finance agreement with Santander Consumer (UK) Plc.

## **What happened**

Mr L entered into a finance agreement with Santander, for a used car. However, it developed a number of problems, and had to be repaired. Santander paid for these, and also paid Mr L £130 for the diagnostic tests he paid for, plus £400 compensation.

Unfortunately, this didn't resolve matters. Mr L told our investigator that he was still waiting for repairs to the driveshaft to be carried out. It appears that due to global issues, they were waiting for a part to be delivered. Mr L said he'd now like to reject the car.

Our investigator thought that this would now be a fair resolution. She noted that the car had already experienced other issues, which had been repaired. The right to repair doesn't mean there's a chance to repair the car each time there's a different issue. Rather, it's a one-off right. But, Mr L accepted repairs, so there was no need for rejection. However, after waiting for many months, she thought it fair that he now be able to reject the car.

## **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 agree with our investigator. Mr L was fairly entitled to reject the car, given there had already been previous issues. I'm aware he initially agreed to the further repairs, and that global issues mean there are delays with parts. But given how long passed, I think it was fair for Mr L to opt for rejection.

## **Putting things right**

I've thought about what Santander should do to put things right, giving that rejection became a reasonable solution. I've also taken into account that Mr L has been kept mobile throughout. So, in addition to the £130 for diagnostics, and the £400 compensation already paid, Santander should:

- end the agreement with no further monthly repayments due;
- collect the car at no cost to Mr L;
- refund Mr L's deposit, adding 8% simple interest a year, from the date he paid it, to the date of settlement; and
- mark his agreement as settled on his credit file.

**My final decision**

It's my final decision to uphold this complaint. I require Santander Consumer (UK) Plc to take the actions set out above, in the section entitled 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 15 January 2024.

Elspeth Wood  
**Ombudsman**