

## **The complaint**

Mr M complains about Santander UK Plc ("Santander") for declining his claim for a refund, following issues he experienced with a van purchase. He wants Santander to refund him for his purchase on behalf of the supplier.

## **What happened**

Mr M purchased a second-hand van in August 2023. The purchase price was £17,500 and Mr M paid £1000 of the purchase price using his Santander credit card. The remainder was paid from his current account. The van was around 5 years old and had a mileage of around 108,000 miles.

He collected the van from the supplier, and several days later a fault manifested with the van, as it was leaking oil and the steering was pulling to the left.

Mr M returned to the supplier and repairs were carried out to the gearbox oil sump. This appeared to fix the van and Mr M collected the van shortly afterwards. Mr M indicated that the oil leak had resolved and the van was pulling to the left far less.

Around a month later, further faults manifested with the van. These were distinct from the gearbox oil sump, but Mr M lost confidence in the van's fitness for purpose.

He contacted the warranty company, who advised him to take the van to a trusted mechanic for assessment.

Mr M took the van to a dealership mechanic. They prepared a report of repairs needed. These included a mix of required and recommended repairs and totalled a cost of around £10,500.

Mr M contacted the supplier and wanted to return the van. The supplier did not agree to a refund but arranged inspection of the van. The supplier then commissioned repairs of four areas of issue, without Mr M's agreement.

Mr M still wanted to return the vehicle. The supplier refused to refund the vehicle. At that time the van had passed its MOT, and had done around 3400 miles since purchase.

Mr M contacted Santander and submitted a Section 75 claim. Santander considered the claim and sought evidence from both Mr M and the supplier. Santander declined the claim in January 2024. It considered that there was not evidence of a breach of contract, and that the supplier had carried out a free repair to resolve the issues.

Mr M was not happy and contacted us.

One of our investigators has looked into this matter and did not recommend that the complaint be upheld. They noted that the issues likely existed at the time of purchase, but as the substantive issues with the vehicle had been corrected by repairs, the vehicle was of satisfactory quality after the repairs.

Mr M did not accept that view and asked for an ombudsman 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.

I understand Mr M's frustration and his loss of confidence in the van. He has described that he needs a reliable vehicle for long journeys and that the issues manifesting soon after purchase made him doubt the quality of the van. He also experienced poor communication from the supplier which exacerbated his worry about the van.

I fully appreciate his concerns, but I agree with the investigator's view, and I do not uphold this complaint.

Whilst it appears that Mr M has been unfortunate with the issues with the van all occurring shortly after purchase, the issues which affected the van's fitness for purpose have been rectified by the supplier. I think that is a fair outcome.

The issues with the van which are outstanding do not appear to affect the fitness for purpose of the van and it was deemed safe and roadworthy during its MOT. Taking into account the age and mileage of the van at the point of sale I agree that some issues of wear and tear are to be expected, and that it was fair for the supplier to have an opportunity to repair the substantive issues when they were aware of them.

Mr M has made reference to the Consumer Rights Act 2015 and that the supplier had previously carried out a repair, so he feels that he was entitled to return the vehicle rather than have a second repair, but I have borne in mind that the areas of repair were quite distinct from one another.

I understand that this will be disappointing for Mr M, but for these reasons, and the reasons articulated by our investigator, I do not uphold the complaint and do not ask Santander to do anything further.

### **My final decision**

For the reasons set out above I do not uphold Mr M's complaint and I do not ask Santander UK Plc to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 March 2025.

Laura Garvin-Smith  
**Ombudsman**