

The complaint

Mr R complains that a used motorhome he acquired through a conditional sale agreement financed by Santander Consumer (UK) Plc ('SCUK') is of unsatisfactory quality.

What happened

In August 2023 Mr R took out a conditional sale agreement to cover the cost of a used motorhome. The motorhome was almost two and a half years old and cost £158,705. Mr R made an advance payment of £108,705 and entered into a conditional sale agreement with SCUK for the remaining £50,000.

Mr R noticed that the motorhome consistently failed to engage ninth gear (which I'll refer to as top gear going forward). In September 2023 he took the motorhome to a third-party garage for a custom engine remap. At that point Mr R had the motorhome for around a month and its mileage was recorded as 15,000 miles.

The same month, the motorhome's water supply pump broke while Mr R was on a trip. It was replaced by the supplying dealership, which I'll call 'C' going forward. The replacement pump stopped working in October 2023 while Mr C was abroad. He replaced it with a water supply pump he had purchased from C.

On his return to the UK in December 2023 Mr R contacted C due to the problems he'd experienced with the motorhome. He dropped the motorhome with C in early January 2024, and it remained with them for investigation and repair until July 2024. This included an inspection by a third-party specialist garage, who I'll call 'N'. Mr R said he was advised that the engine and gearbox weren't sufficiently tuned for the total weight of the motorhome, and he was advised to no longer use it.

Mr R complained. SCUK investigated and issued their complaint response on 22 April 2024. They said that Mr R had breached the agreement's terms and conditions by having the motorhome's engine remapped to enhance its performance. SCUK added that the engine remap meant they couldn't hold the manufacturer responsible for the problem with the gear changes.

Unhappy with the outcome Mr R referred his complaint to our service, where one of our investigators looked into what'd happened. In her view, N's report showed there was a fault with the motorhome. She didn't think the available evidence supported that the engine remap had caused the fault. For that reason, our investigator said the motorhome wasn't of satisfactory quality at the time of supply and she recommended the complaint should be upheld. She recommended that SCUK should allow Mr R to reject the motorhome and set out how SCUK should compensate Mr R for the impaired use (and later loss of use) of the motorhome and the trouble and upset caused.

Mr R agreed with the investigator's findings, but SCUK did not. They said Mr R should have contacted them or C when he noticed there might be a problem, rather than taking the motorhome to a third party for an engine remap. They said the top gear issue is a characteristic of the model, and they wouldn't have agreed to an engine remap because the

manufacturer advises against it. As no agreement could be reached the complaint came to me. I issued a provisional decision on 2 July 2025. In that I said:

"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'm inclined to uphold Mr R's complaint, but for different reasons to that of our investigator. I'll explain why. In doing so I'm going to focus on what I think is the key issue and the crux of Mr R's complaint. This reflects the informal nature of our service.

The Consumer Rights Act 2015 (CRA) is relevant here. It says, amongst other things, that the trader, (in this case SCUK), needs to make sure that goods are of satisfactory quality at the point of supply. When considering what amounts to satisfactory quality, the standard applied is that of a 'reasonable person'. In other words, what a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant factors. In cases involving a motorhome, I think it's likely that the relevant factors a court would take into account might include things like the cost, age, mileage at the time of supply and durability.

The motorhome supplied to Mr R was around two-and-a-half years old and had travelled less than 15,000 miles. The cash price of the motorhome was £158,705. I think it's reasonable to expect a motorhome of this age, mileage and price to be free from defects for a considerable time and with a price of almost £160,000 Mr R's expectations were understandably high.

Mr R's complaint is that the motorhome that was supplied had numerous faults and that it wasn't of satisfactory quality. He said the main issues with the motorhome were that:

- he couldn't lock the passenger door from the outside, either manually or using the key fob,*
- it failed to engage top gear correctly,*
- the water supply pump and its replacement had failed, and*
- the motorhome wasn't self-levelling.*

In his complaint to SCUK Mr R focussed on the motorhome not engaging top gear. But all the issues above collectively fall under satisfactory quality. Mr R said C fixed the passenger door. I told SCUK that I intend to address the remaining three issues as part of this provisional decision and gave them time to make further submissions – but I've not had a response.

Passenger door not locking from outside

As mentioned above, C fixed the problem and so I don't intend to go into much detail here. It's not clear from the information I've seen at what point Mr R realised there was a problem with locking the passenger door. But Mr R said he told C about the problem when he returned from his trip abroad in December 2023. So, the fault presented itself within four months of the motorhome being supplied to Mr R. I don't think a reasonable person would expect a motorhome to become faulty so soon after it was supplied, in a vehicle that was less than three years old. All things considered, the passenger door not locking from the outside is likely a defect that renders the vehicle not of satisfactory quality.

Failure to engage top gear

Mr R said he noticed the motorhome wouldn't engage top gear right from the outset, although this was more prominent during his trip abroad. He said he based the decision to have the engine remapped (before the trip abroad) on his vast experience driving large vehicles. Mr R said N's report confirmed that the engine and gearbox weren't sufficiently tuned for the motorhome's total weight. And Mr R maintained that C asked him if he wanted to increase the brake horsepower to its maximum of 215 – in other words, an engine remap would always have been the first step in attempting to resolve the issue.

SCUK said they contacted the engine manufacturer and the motorhome's manufacturer as part of their investigation. Both manufacturers confirmed that the gearbox won't engage top gear under ordinary conditions, which is consistent with the design and performance expectations for this class of motorhome. Both also confirmed that an engine remap would jeopardise the mechanical integrity and reliability of the vehicle – and it would invalidate the manufacturer's warranty. In SCUK's view the engine remap Mr R undertook without SCUK's prior consent now meant that they couldn't be held accountable for the problems Mr R was complaining about.

I've also been provided with an email from C, which sets out the work they've done and their recommendations. In summary, C said

- they carried out an engine service and a gearbox oil service at Mr R's request,*
- no logged faults were present,*
- they carried out a full reflash of the parameter data set for the gearbox,*
- updates for both the gearbox and engine control units (ECU) were checked,*
- the ECU updates weren't carried out because the remap Mr R had undertaken differed from the manufacturer's mapping, and*
- the manufacturer doesn't recommend any form of engine or gearbox alteration/mapping.*

C said they also contacted the gearbox agent about the top gear issue. The agent checked the gearbox in April 2024, but no actions were taken. This was because the agent said changing any of the settings to allow premature gear selection would introduce excessive torque characteristics within the gearbox and cause possible failure.

I've thought about this carefully. I appreciate Mr R says he's got extensive experience driving large vehicles. And I've taken into consideration N's opinion that the engine and gearbox aren't sufficiently tuned for the motorhome's total increased weight. But I haven't been provided with an engineer's report or any other independent evidence that shows that an engine remap was appropriate.

By contrast, the motorhome's manufacturer, the engine manufacturer, the gearbox agent and the supplying dealer have all said that the vehicle isn't designed to engage top gear under ordinary conditions and that they wouldn't have recommended an engine remap. Overall, having carefully considered everything Mr R and SCUK said, I'm not persuaded that there was an issue with the gearbox or that the failure to engage top gear constitutes a fault with the motorhome.

Water supply pump failing

Mr R said the water supply pump stopped working on 17 September 2023 during his first trip in it. At that point the motorhome was less than three years old, and Mr R had acquired it just over a month earlier. I can understand Mr R's concern here. The water supply pump is a critical part of the motorhome, because it controls basic functions such as sanitation and drinking water. All things considered I don't think a reasonable person would expect the water supply pump to break down on the first trip. In my view, given the age and mileage of the motorhome, the water supply pump failing raises concerns about durability – and the CRA specifically covers durability under the satisfactory quality requirements.

Mr R said he extended his trip by a day and took the motorhome to C, who replaced the water supply pump free of charge. Repair was one of the rights available to Mr R under the CRA if the motorhome was of unsatisfactory quality so his rights under the CRA were broadly met at the time.

Mr R took the motorhome on a trip abroad from October 2023 to December 2023. He said that during that trip the replacement pump broke down. He replaced it himself with a spare pump he'd purchased from C at a cost of £65. I wouldn't have expected the replacement pump to fail so soon after it was installed. Based on the evidence I've seen so far, I'm inclined to say that the repair completed in September 2023 wasn't successful. Mr R said he wasn't sure if the water supply pump works properly now, as he's not used the motorhome since January 2024.

In any event, the CRA allows the trader – in this case SCUK – one chance at repair. Importantly, this is a single chance – in other words, it's not one chance per fault, or one chance per party. I consider it more likely than not that SCUK would have referred Mr R back to the supplying dealer had he told SCUK about the water supply pump in September 2023. I say this because the fault occurred soon after the motorhome was supplied.

C repaired the motorhome, and so I'm satisfied SCUK have had their one chance at repair. I've already explained why I'm inclined to say the repair failed. I've considered whether a further attempt at repair would be reasonable in the circumstances. Considering the water supply pump and the replacement failed in a short space of time, I'm not convinced that a further attempt at repair would resolve the issue. For that reason, I think SCUK should now allow Mr R to reject the motorhome.

Self-levelling

Mr R said that occasionally the vehicle jacks (legs) deploy as expected during the self-levelling process, but then the legs retract without warning. He then needs to repeat the process, sometimes more than once, for the legs to fully deploy. Mr R reported this issue to C, who said they couldn't fix it, and recommended Mr R seek help from a local garage. However, as the motorhome was with C for a prolonged period, the two-year guarantee had run out and so the repair is outstanding.

I'm inclined to accept that there's likely a problem with the self-levelling, based on what Mr R described. But I've not seen any diagnostics or investigation reports, so it's not clear what caused the problem, or if it was present at the point of supply. I don't think I need to reach a definite finding here considering what I've said above about the water supply pump. But I'm minded to find from the limited information I have that this is more likely than not a fault that further demonstrates the vehicle wasn't of satisfactory quality when it was supplied.

Conclusion

In summary, based on what I've seen so far, I'm persuaded the water supply pump in the motorhome SCUK supplied wasn't durable. Given the price, age and mileage of the motorhome, and the fault occurring so soon, I don't think that a reasonable person would consider a motorhome as being of satisfactory quality. I'm also mindful that there were other faults with the vehicle that required investigation and repair, including the passenger door not locking and the self-levelling. For all those reasons, I've provisionally found that the motorhome SCUK supplied to Mr R wasn't of satisfactory quality when it was supplied."

SCUK didn't reply. Mr R accepted the provisional decision. He said the tracking company allowed him to temporarily 'pause' the tracking on the motorhome and transfer it to a new motorhome – so no refund is required for the subscription. Mr R said he incurred extra cost for holiday accommodation because he couldn't use the motorhome as planned.

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.

As neither party has raised any additional arguments or provided further information regarding the satisfactory quality of the motorhome, I've got nothing further to add – my findings are unchanged from those set out above.

Turning to the redress, Mr R said he had to pay for alternative accommodation when he went on holiday, as he couldn't use the motorhome. But I'm mindful here that Mr R would have incurred similar costs either way. When he had use of the motorhome, and the motorhome provided accommodation, he was required to pay the monthly rentals. I'm directing SCUK to refund the monthly rentals to Mr R for the time he couldn't use the motorhome; this is in recognition of the fact he could no longer use the motorhome as intended and allows Mr R to cover alternative costs.

Based on what I've seen, I'm satisfied that Mr R should now be able to exercise his right to reject the motorhome. SCUK should arrange for the collection of the motorhome without charging Mr R for collection. They should then end the agreement and ensure Mr R is not liable for any future repayments. Mr R paid a deposit of £108,705, and this should be returned to Mr R.

From the evidence I've seen Mr R has had regular use of the motorhome until he dropped it with C for inspection and repair. So, I think it is fair for SCUK to retain most of Mr R's monthly rentals for that period. However, I think Mr R's driving experience has been impaired by the issues he has experienced. So, I think he should be refunded 5% of the monthly rental payments he's made to SCUK between 10 August 2023 and 2 January 2024.

Mr R hasn't used the motorhome since 2 January 2024 other than collecting it from C. I think it's unreasonable for Mr R to pay for use that he hasn't had from the motorhome. SCUK should therefore refund the monthly rentals Mr R paid from January 2024, in addition to the 5% for the remaining months.

Experiencing problems with the motorhome so soon after it was supplied would undoubtedly have been frustrating. Mr R said he'd been looking forward to travelling in retirement and hadn't been able to do so as planned. And when away he was faced with problems such as the water supply pump failing. Additionally, Mr R had to visit C repeatedly for diagnostics and repair. All things considered I think SCUK should pay Mr R £200 to compensate him for the upset and inconvenience caused.

Mr R paid £65 for a replacement water supply pump. He needed this when the replacement water supply pump C installed failed. He also bought another water supply pump while abroad. As set out above I'm satisfied the original water supply pump was faulty at the time of supply. As that is the case, and the repair C undertook failed, I think it's fair for SCUK to pay for the replacement water supply pumps.

Mr R said he fitted additional extras to the motorhome. They include:

- a new back crossmember to stop the motorhome backend grounding when going on a steep incline, at a cost of £270,
- an extra solar panel, and
- an immobiliser and tracking system, at a cost of £858.

Mr R only had very limited use of them, due to being supplied with a vehicle that wasn't of satisfactory quality. Removing these items is unlikely to be straightforward and cost-effective. And leaving them in situ is likely to add value to the motorhome. All things considered I'm inclined to say that SCUK ought to reimburse Mr R for 90% of the cost of the above three items. If SCUK require proof for Mr R's outlay, Mr R should provide evidence of payment for the items, including the water supply pumps, before SCUK is required to refund the individual item amounts.

Mr R said he paid £350 for a five-year contract to track the motorhome. He benefitted from this for the time the motorhome was in his possession, and so it wouldn't be fair for me to ask SCUK to reimburse Mr R for this. But as Mr R is now returning the vehicle, he will no longer need the tracking service. It's not clear if Mr R can cancel the contract and obtain a pro-rata refund. If Mr R can't cancel the contract, or if he incurs costs in doing so, he should provide me with further details in response to this provisional decision, and I'll consider this before issuing my final decision.

Finally, Mr R mentioned an annual service and habitation check. He had some use of the motorhome, including a two-month long trip abroad. That will have contributed to the need for servicing, so I'm not inclined to say SCUK should refund Mr R for this.

Putting things right

In summary, I direct Santander Consumer (UK) Plc to:

- end the agreement and ensure Mr R is not liable for any future repayments,
- take the motorhome back, without charging Mr R for collection,
- refund 5% of each monthly rental payment from the date Mr R acquired the motorhome until 2 January 2024,*
- refund the monthly rentals from 2 January 2024,*
- refund Mr R's advance payment of £108,705*,
- reimburse Mr R for the cost of the water supply pumps*,
- reimburse Mr R 90% of the cost of the additional extras set out above,*,
- pay Mr R £200 compensation for the distress and inconvenience caused, and
- remove any negative information regarding this agreement from Mr R's credit file.

* SCUK should pay 8% simple yearly interest on these amounts from the date of payment until the date of settlement. If SCUK considers that they're required by HM Revenue & Customs to deduct income tax from that interest, they should tell Mr R how much they've taken off. They should also give Mr R a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reason given, I uphold Mr R's complaint, and I direct Santander Consumer (UK) Plc to settle the complaint as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 August 2025.

Anja Gill
Ombudsman