

## **The complaint**

Ms H complains PayPal UK Ltd won't refund her for a purchase she made.

## **What happened**

Ms H bought some 17 inch rims for her car. When a mechanic fitted the rims, and it appears Ms H's existing tyres, the wheels weren't aligned.

Ms H was told the rims were likely second hand or faulty, so she contacted the seller and asked for a partial refund. When the seller declined this, Ms H asked PayPal to raise a buyer protection claim for the full amount of the rims.

PayPal refused to refund Ms H and said the rims had been altered whilst in Ms H's possession and this invalidated a buyer protection claim.

Unhappy with this response, Ms H brought her complaint to this service.

An investigator looked into things and didn't think Ms H's complaint should be upheld.

The investigator thought Ms H might have tried to fit a smaller tyre to the rims. This meant the rims weren't compatible with the tyres and would likely lead to misalignment.

The investigator said the rims were sold as described, so PayPal didn't need to refund Ms H.

Ms H disagreed and said the rims were marketed as fitting her car. Ms H said her car could take 17 inch rims, this was in the technical specifications of her car.

Ms H said the issue wasn't 17 inch rims needing 17 inch tyres, instead the issue was the rims were faulty.

Ms H felt PayPal should refund her, as the rims weren't as described, and asked for an ombudsman to decide things.

## **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.

PayPal offers buyer protection for certain purchases and in certain circumstances.

Ms H said the rims were either second hand or faulty. PayPal's user agreement says Ms H could make a claim under buyer protection, among other reasons, if:

- The item is materially different from the seller's description of it

- You received a different item
- The condition of the item was misrepresented
- The item is unusable in its received state and was not disclosed as such

I don't think there's any dispute the rims were what Ms H ordered, 17 inch rims. So, I don't think the first two points apply.

The second two points are where I need to consider what Ms H and PayPal have said.

PayPal says it can't now tell if the item was new or not, because Ms H fitted the rims. I think this is a reasonable answer from PayPal.

I think we're left with the rims being unusable in their current state.

Ms H says the rims were marketed for her car, and I agree. Ms H says her car can take 17 inch rims, and I agree with this too.

But I've looked at the photos Ms H has sent in of her tyres, they say R15 on them. This seems to suggest the tyres are 15 inch tyres.

Ms H has sent in a link to the seller's site, and it says the possible tyres for this type of rim are 17 inch tyres. And Ms H's link to her car's specification say the front and rear tyre dimensions are R17 and give some numbers for the type of tyres her car can take.

So, whilst I agree Ms H's car can take 17 inch rims, and the rims she bought were specifically marketed for her car, I think the rims Ms H bought need 17 inch tyres.

I realise Ms H disagrees with this point, and feels the tyre size isn't relevant, but I disagree. Using 15 inch tyres on 17 inch rims is likely to lead to misalignment, exactly what Ms H's mechanic said the problem was and what her pictures show.

I don't think the rims Ms H was sent are the wrong rims for her car, faulty or unusable at the point she purchased them. I think it's more likely the rims are the wrong size for Ms H's existing tyres.

This doesn't seem to be the seller's fault, I think it's more likely the seller sent the correct rims, and ones which can be used on Ms H's car with the correct tyre.

I don't think it's fair to hold PayPal liable for this, I don't think PayPal's buyer protection covers Ms H in these circumstances.

Because of this, I think PayPal acted fairly when it declined Ms H's buyer protection claim.

## **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 1 April 2025.

Chris Russ  
**Ombudsman**