

## **The complaint**

Mr R complained that a car supplied to him under a hire purchase agreement with Tandem Motor Finance Limited ('Tandem') was of an unsatisfactory quality.

When I refer to what Mr R or Tandem have said or done, it should also be taken to include things said or done on their behalf.

## **What happened**

In June 2024, Mr R was supplied with a used car through a hire purchase agreement with Tandem. The cash price of the car was £24,999 and Mr R paid a deposit/part-exchange payment of £5,000. The amount of credit was £19,999 over 60 months, comprising 59 monthly payments of £525.15 and a final monthly payment of £535.15. The car was first registered in September 2018, so was around five and a half years old at the time of supply and the mileage when supplied was around 57,500.

Mr R complained to Tandem in September 2024 and said that the car had developed significant faults, including faults with the battery and the electrical systems. He told Tandem that because he had only driven the car for around 4,100 miles when the problems occurred, this meant that the car wasn't of satisfactory quality when supplied. Mr R provided a breakdown service report which mentioned a flat battery, and he also provided a list of fault codes from a diagnostic tool. Mr R also said that the car had failed an MOT in 2021 due to a major defect, and although this was later repaired, he thought he should have been notified about this by the supplying dealer.

Tandem said they had a right to attempt a repair and therefore wouldn't agree to let Mr R reject the car. They asked Mr R to get a repair quote so that they could discuss matters with the supplying dealer.

At this point Mr R told Tandem that the car was already in a manufacturer garage local to him, and he requested that they do the inspection and provide a repair quote, but Tandem wanted to arrange an independent engineer's inspection. Mr R agreed to this and Tandem subsequently arranged a date for the inspection.

The independent engineer then notified Tandem that Mr R had cancelled their inspection and told them repairs were being carried out by the manufacturer garage. Mr R notified Tandem that the garage said a repair to the alternator was needed but this was covered under warranty. However, he wanted Tandem to pay for other repairs which were needed, including replacement of both rear lower springs, as well as the cost of a car health check, transportation costs related to the repair and compensation for the stress and financial losses he had experienced as a result of the problems with the car.

Tandem asked Mr R to rebook the inspection because this was necessary to establish liability for the repairs, but Mr R didn't do this and subsequently went ahead with the repairs.

In September 2024 Tandem told Mr R they weren't upholding his complaint because he had cancelled the independent engineer's inspection, the purpose of which was to ascertain the

faults with the car and whether they were developing at the point of sale or would be classed as wear and tear. As a result, Tandem said the repairs were unauthorised by them. However, they said the supplying dealer had offered to pay £380 towards the cost of the other repairs which Mr R said had cost him £760, which Tandem felt was a fair offer.

Mr R was unhappy with this response, and said he wanted full reimbursement for the repairs not covered under warranty. He also said he was unhappy with how Tandem had handled his complaint. When Tandem declined to change their decision, he referred his complaint to the Financial Ombudsman Service (Financial Ombudsman).

Mr R told us that he had given Tandem many opportunities to repair the car but when they didn't, he went ahead with the repairs, and those that weren't covered under warranty cost him £760.

Our investigator said that they didn't think there was enough evidence to determine that the car had faults which were present or developing at the point of supply, or that the car wasn't sufficiently durable, or that any current issues with the car were due to inherent faults rather than wear and tear. They also said that they felt that, on balance, Tandem has been reasonable and acted fairly.

Mr R didn't agree with our investigator and said that their decision didn't fully consider the evidence provided, or his rights under the Consumer Rights Act 2015, or the unprofessional treatment he had experienced from Tandem and the supplying dealer.

Our investigator said that Mr R hadn't provided sufficient additional evidence to change their original view.

Tandem didn't provide any further information.

After reviewing the case I issued a provisional decision on 7 March 2025, where I explained my intention to uphold the complaint. In that decision I said:

***"What I've provisionally 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.*

*If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.*

*In considering this complaint I've had regard to the relevant law and regulations, any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.*

*Mr R was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.*

*The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr R entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and*

*mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.*

*So, if I thought the car was faulty when Mr R took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Tandem to put this right.*

*The cash price of the car was £24,999 and it was first registered in September 2018, so at the time Mr R acquired it in June 2024 it was around five and a half years old, and Mr R says the mileage at that time was around 57,500. So, the car had travelled a reasonable distance and it's reasonable to expect there would be some wear to it as a result. Therefore, I'd have different expectations of it compared to a brand-new car and also, as with any car, there's an expectation that there will be ongoing maintenance and upkeep costs. Therefore, the supplier (here Tandem) would not generally be held responsible for anything that was due to normal wear and tear whilst the car was in Mr R's possession, but given the age, mileage and price paid, I think it's fair to say that a reasonable person wouldn't expect anything significant to be wrong with the car shortly after it was supplied.*

*In this case, I think there is sufficient evidence to say that the car was faulty at point of sale, and/or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality. I will explain why below.*

*Mr R first experienced problems with the car around three months after it was supplied and during that period the car had travelled about 4,000 miles.*

*Around September 2024 the car wouldn't start and the report from the recovery service which attended notes that the battery was flat.*

*The car was taken to a local manufacturer garage which provided a repair estimate of £2,172.90 to include replacing the alternator and the battery as well as some other repairs. Shortly afterwards Mr R arranged a health check at another local manufacturer garage which provided a repair estimate of £3,012.72. Mr R says the health check cost him £150.*

*Tandem wanted to have the car inspected by an independent engineer and although Mr R said he would prefer this to be done by the manufacturer garage where the car was already situated, he agreed to the independent inspection which Tandem went on to book. However, before the independent inspection could be done Mr R cancelled it and told Tandem that the alternator repair would be covered under the warranty. Tandem asked Mr R to rebook the independent inspection so that they could assess if the faults with the car were likely to have been present or developing at the point of sale or down to wear and tear, as Mr R had travelled around 4,000 miles in the car at the point the problems became apparent.*

*However, Mr R didn't rebook the independent inspection and arranged for the repair work to be carried out. Although the cost of the alternator repair was covered by the warranty, Mr R said he still wanted Tandem to cover:*

- *Transportation costs related to the repairs*
- *£150 in reimbursement for the cost of the health check*
- *Compensation for the stress and financial losses he had experienced*
- *£760 for other work needed to the car*

*Tandem said they wouldn't cover the costs of the other work because they hadn't been given the opportunity to inspect the car and assess the issues, and they hadn't agreed to cover the*

cost of these repairs. However, they told Mr R that the supplying dealer had offered to pay £380 to cover 50% of the unauthorised repair costs Mr R had incurred. Tandem said they thought was a fair offer, but Mr R declined it.

We haven't been provided with any information about what was wrong with the alternator or why it needed to be replaced but I've carefully considered the evidence provided and, on balance, I'm persuaded that, more likely than not, the fault with the alternator was present or developing at the point of supply, and I'll explain why.

When Mr R acquired the car, it had travelled around 57,000 miles and Mr R travelled a further 4,000 miles approximately in it by the time the problem with the alternator became apparent. Alternators are generally expected to last longer than the 61,000 miles this car had travelled, often considerably longer, subject to driving habits and maintenance standards being met. In the absence of any evidence indicating that either of these were a contributing factor, and considering that the alternator was replaced under warranty shortly after Mr R acquired the car, I think there's enough evidence to say that, on the balance of probabilities, the fault with the alternator was present or developing when supplied to Mr R, and/or it wasn't reasonably durable, and this rendered the car unsatisfactory quality at the time of supply.

However, regarding the other repairs, I find that the situation is less clear. Mr R has provided two estimates from two different manufacturer garages. One garage estimated repairs costing £3,012.72, the bulk of which was the cost of replacing the alternator and both rear lower spring mounts which were corroded. This estimate noted the latter repair as urgent and showed an estimated cost of £624. The other garage estimated repairs costing £2,172.90, the bulk of which was the cost of replacing the alternator, the battery and labour, as well as some other works, but not replacement of the rear lower spring mounts.

Mr R says the alternator was replaced under warranty but that he himself paid £760 for other repairs. It's possible that this relates to the replacement of the corroded rear lower spring mounts mentioned above, with the additional amount being labour, however, I haven't seen any evidence to confirm the type of repairs which were actually carried out at a cost of £760 and paid for by Mr R, such as a work sheet or invoice.

There doesn't seem to be a dispute that the car had faults with the alternator, and there is some evidence of other faults provided by the estimates from the two manufacturer garages which inspected the car, although they differed on some of the faults. But, even if I accept that there were other faults with the car, this doesn't automatically mean that these faults were present or developing at the point of sale and that they would render the car of unsatisfactory quality.

Unfortunately, there isn't an independent engineer's report to review as Mr R cancelled the independent inspection and proceeded to have the repairs done without reference to Tandem. This is regrettable because I need to be satisfied not only that there is sufficient evidence that these faults with the car were present or developing at the point of sale, but also that they were inherent faults and not due to wear and tear, taking into consideration the car's age and miles travelled. Without an independent report it's more difficult to do this, however I've considered carefully what evidence has been presented.

Having done so, unfortunately, I haven't seen enough evidence to determine if these faults – the ones Mr R says cost him £760 – were present or developing at the point of supply. I've already said it's not clear exactly what these other repairs were. But even if they did relate to the corroded lower rear spring mounts – which is possible, but I haven't seen enough evidence to confirm this – I'm not able to determine if the fault was present at the point of supply, and if it was, whether it arose due to wear and tear or was an inherent fault with the

parts in question. I say this because the repairs were carried out without Tandem having an opportunity to inspect the car. If the independent inspection had gone ahead as Tandem arranged it may have been possible to determine this, but Mr R cancelled this inspection, so this is no longer possible.

Therefore, I don't think there is enough evidence to conclude that, more likely than not, the other repairs for which Mr R is seeking reimbursement were present or developing at the point of supply. Therefore, on balance, I can't say if these other repairs would, more likely than not, render the car of unsatisfactory quality.

Mr R has said on a number of occasions that he wants to reject the car. The CRA gives Mr R a short term right to reject the car within the first 30 days if the car is of unsatisfactory quality. However, he would need to ask for the rejection within that time.

Mr R acquired the car in June 2024 and first experienced problems with the car around September 2024. Even though I've said I'm persuaded, on balance, that the fault with the alternator meant the car was of unsatisfactory quality when supplied, Mr R only had a short term to reject the car within the first 30 days, and only if he expressed his wish to do so within that time. I've not seen any evidence which shows that Mr R expressed his wish to reject the car within that time.

The CRA says that if the car acquired wasn't of satisfactory quality or not as described, then Mr R would still be entitled to return it after the first 30 days, but he wouldn't have the right to reject the car until he has exercised his right to a repair – this is called his final right to reject. So, Mr R doesn't have an automatic right to return the car if there's a fault. For me to conclude that Mr R can now exercise his right to reject the car, I would need to see that the car wasn't of satisfactory quality, and that an attempt at the repair has failed.

The repairs which were carried out appear to have fixed the faults with the alternator and I haven't seen any evidence that this fault, has reoccurred.

Therefore, I don't think it would be fair and reasonable for Mr R to be able to now exercise his right to reject the car.

Also, I note that Mr R says that he is unhappy with Tandem as he gave them many chances to repair the car and they didn't, and he also says that they made minimum effort to help him with his complaint and didn't do a thorough investigation into his concerns. I've reviewed the documents and copies of correspondence between the various parties, and I can't see any evidence to support this. I'm satisfied that Tandem were prepared to consider whether they were liable for carrying out repairs to the car, because they arranged an appointment for an independent engineer to inspect the car. However, they were denied the opportunity to assess the faults because Mr R cancelled the independent engineer's inspection and arranged for the repairs to be carried out without prior authorisation from Tandem.

Mr R also says that the car's MOT history shows it failed an MOT in 2021 due to a major defect which wasn't disclosed to him. He says that whilst this issue was repaired and the car subsequently passed an MOT, as he was never informed of this at the time he acquired the car, the supplying dealer had failed in their responsibility to disclose any significant issues with the car, which is a breach of their duty under the Consumer Rights Act to ensure the car supplied was of satisfactory quality. Based on the information I've seen, I'm not able to say whether the supplying dealer or Tandem were aware of this issue at the point of supply, and the car subsequently passed an MOT. So, I can't say whether, on balance, that issue would now render the car of unsatisfactory quality primarily as it has been fixed and there is no evidence to say that repair has failed or that issue has reoccurred.

*I also took into account that Mr R also provided a list of around 26 fault codes, mostly relating to electrical and voltage issues, which he says were produced when he applied his own industry-recognised diagnostic tool to the car. Whilst the source of these fault codes can't be independently verified as Mr R refused to allow an inspection, just because fault codes are stored on a car's system doesn't mean those faults were present at the point of supply, or that they haven't been addressed, or that they meant the car was of unsatisfactory quality.*

*In addition to the reimbursement for the other repairs, Mr R said he was also seeking payment for the following:*

- *Transportation costs related to the repairs*
- *£150 in reimbursement for the cost of the health check*
- *Compensation for the stress and financial losses he had experienced*

*I don't have any information regarding transportation costs incurred by Mr R which related to the car needing repairs, so I can't ask Tandem to make any payment in respect of these.*

*Regarding the car health check which Mr R instructed, from the information I've seen it appears this was done at the second manufacturer garage which provided a repair estimate, after a previous repair estimate, with no charge for a health check, was received from the first manufacturer garage where the car was already situated. It's not clear to me why Mr R requested a second estimate from a different garage, especially when Tandem had arranged an independent engineer to inspect the car at their expense, and Mr R later cancelled that inspection. For this reason, I don't think it's fair to ask Tandem to reimburse Mr R for the cost of the health check.*

*However, I do think Mr R has also experienced some distress and inconvenience because Tandem supplied him with a car which isn't of satisfactory quality, due to the alternator needing to be replaced so soon after he acquired the car. He had to call a recovery service when the car wouldn't start, and he's had to spend time taking the car to the garage and communicating with the supplying dealer and Tandem to deal with the matter.*

*Overall, having considered the impact of the situation on Mr R, I think it would be fair for Tandem to pay him £150 compensation to reflect the distress and inconvenience caused to him because they supplied him with a car which wasn't of satisfactory quality."*

I asked both parties to provide me with any additional comments or information they would like me to consider by 21 March 2025. Both parties responded.

Both Mr R and Tandem said they don't agree with my decision and made some further comments which I will address below.

### **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.

Following my provisional decision, both Tandem and Mr R provided additional comments and I've given these my consideration.

Tandem said that the complaint shouldn't be upheld because there's no evidence that the faults with the car were present or developing at the point of sale, and that my decision is solely based on probability rather than evidence, as no independent inspection of the car

has taken place. They said that Mr R had cancelled the inspection which was arranged and without this it's not possible to establish whether they are liable.

I don't think it's in dispute that the independent inspection booked by Tandem didn't take place. Tandem say that they were notified by the inspection company that Mr R cancelled it - and they (Tandem) contacted Mr R to explain why it was necessary and asked for permission to rearrange it. Based on the information provided by both parties I can't see that this permission to rebook the inspection was given by Mr R to Tandem, and as Tandem needed Mr R's permission for it to proceed, the inspection never took place. Although Mr R didn't previously disagree with Tandem saying that he had cancelled the independent inspection, I note that in his response to my provisional decision he now says that he didn't cancel it. On balance, based on the information I've seen, I think that it's more likely than not that Mr R did cancel the independent inspection and/or didn't give Tandem permission to rebook it.

However, even if I'm wrong about that, the situation is that there isn't an independent engineer's report to consider here, so it's within the remit of this service to reach conclusions based on the evidence which is available and, in this case, I've reached the conclusion that, more likely than not, the fault with the alternator was present or developing at the point of supply for the reasons already set out in my provisional decision, and that meant the car was of unsatisfactory quality when supplied. I haven't seen any new information which changes my mind about that.

I also haven't seen any new information which changes my mind about the other faults with the car. There was differing information about these in the form of two repair estimates from different garages showing different faults. So, whilst there is some evidence that there were other faults, this doesn't automatically mean that these faults were present or developing at the point of sale and/or that they would render the car of unsatisfactory quality. An independent inspection report could have helped clarify this but there isn't one available and, as I've already explained, in this case I think there is sufficient other evidence to say that the car was faulty at point of sale, or that the car wasn't sufficiently durable, because of the issue with the alternator, and this made the car not of a satisfactory quality.

In their response Tandem also commented that they thought the repairing garage had a vested interest in saying that the car needed repairs as this would generate more income for them and that only an independent engineer could determine liability without being influenced by the outcome. I can't comment on how the repairing garage operates. However, whilst it would have been helpful to have an independent engineer's report, particularly to get an independent view of the other faults with the car, as I've already said, I think there's sufficient other evidence to say that the car was faulty at point of sale as a result of the problems with the alternator.

Mr R doesn't agree with my decision and provided an extensive response.

I've already mentioned above that Mr R now denies cancelling the independent inspection and I've explained what I think about this, so I don't intend to say any more about that.

Mr R says he was sold a fundamentally defective car which he says means that Tandem failed in their legal duty under the Consumer Rights Act 2015. He says the car wasn't of satisfactory quality at the time he acquired it and this was confirmed by two manufacturer garages who provided repair estimates for faults including a defective alternator and corroded rear spring mounts. Mr R says the faults with the car aren't minor wear-and-tear issues but significant mechanical failures that should have been identified before the sale.

Mr R also refers to undisclosed MOT failures and says this supports his view that the car has longstanding mechanical issues pre-dating his ownership.

He also says he was denied his legal right to reject the car and that if Tandem had acted more promptly, he would have been able to formally reject the car. Instead, he says they obstructed the process, forcing him into costly repairs and continued finance payments.

In addition, Mr R says that since he last contacted us there has been a further problem with the failure of the AdBlue system which has led to more expensive repairs.

Mr R makes some specific comments about Tandem, including that they:

- Broke their contractual obligations under the hire purchase agreement.
- Failed in their legal responsibility to supply a car of satisfactory quality and misrepresented it, supplying a car with a history of major defects which weren't disclosed.
- Refused to provide a timely solution when he reported the issues, and deliberately delayed action, forcing him to cover the repair costs himself.
- Failed to act responsibly and engaged in false claims and deliberate delay tactics, including falsely alleging that he cancelled the independent inspection, without providing evidence to support this claim, ignoring a manufacturer-approved diagnosis from a manufacturer garage, and deliberately stalling for months while he continued to pay finance on a defective car.

Mr R also says that there is a conflict of interest between Tandem and the supplying dealer. He says that it's clear that they work together to suppress consumer claims and avoid financial liability, and, because Tandem finances cars sold by the supplying dealer, both parties have a vested interest in denying consumer complaints. Mr R also says that the supplying dealer falsely claimed he was out of warranty and refused to assist him despite his rights under the Consumer Rights Act 2015 and that Tandem protected the supplying dealer instead of upholding their duty of care to the consumer.

Mr R wants a number of things to happen to resolve his complaint.

He wants his case referred to the Financial Conduct Authority (FCA) for an urgent investigation into the misconduct of both Tandem and the supplying dealer, because he says they have acted dishonestly, failed in their legal obligations, and prioritized financial interests over consumer rights. In particular he says that Tandem's conduct and business practices, and their handling of his complaint raises serious regulatory concerns, including Tandem's:

- Failure to act fairly and reasonably in accordance with FCA principles.
- Misrepresentation and obstruction of a valid consumer complaint.
- Financial conflicts of interest with the supplying dealer that appear to prioritize suppliers over consumer protection.

Mr R wants the Financial Ombudsman to issue a final warning to Tandem and order that he receives from Tandem:

- A full refund of payments under the agreement.
- Termination of his finance agreement, due to the car's undisclosed defects and Tandem's repeated failure to act in good faith.
- Reimbursement of £2,911.92 for repairs confirmed by a manufacturer garage which inspected the car.
- Reimbursement of all additional AdBlue system repair costs.
- Compensation of £5,000 for the prolonged financial hardship and distress caused by Tandem's failure to act, the false claim that he cancelled an inspection, which

damaged his credibility and obstructed his complaint and the severe inconvenience and disruption caused by being forced to finance a defective car.

- A correction to his finance record to ensure there is no damage to his credit score.
- A formal written apology acknowledging Tandem's misconduct.

Mr R describes the impact all of this has had on him, in terms of financial and emotional hardship:

- He is disabled and cares for his disabled mother, and his ability to travel to essential medical appointments has been severely impacted.
- He's been forced to pay for expensive repairs despite his legal rights under the Consumer Rights Act 2015.
- He's had to continue paying finance on an unfit car, suffering immense stress, inconvenience, and financial strain due to Tandem's failures.
- He has honoured his contractual obligations despite the car being faulty, whilst Tandem has failed to honour its legal obligations, and has attempted to mislead both him and the Financial Ombudsman.

I've considered Mr R's additional comments and I will address what I consider to be the key points to me being able to reach what I think is the right outcome.

Mr R says he was supplied with a car that wasn't of satisfactory quality. As I mentioned in my provisional decision, I remain of the opinion that the fault with the alternator, which was repaired under warranty, was present or developing at the point of sale and/or the alternator wasn't sufficiently durable, and this meant that the car wasn't of satisfactory quality at the point of supply. I've not seen enough to show that the other faults with the car were, more likely than not, present or developing at the point of sale because the independent inspection didn't take place. I appreciate that Mr R has provided two estimates for repairs from two different manufacturer garages, but these differ in terms of the faults identified and they don't give any indication as to the likelihood of the faults being present or developing at the point of sale or not, or whether they were due to normal wear and tear or an inherent defect. This is something an independent engineer's report would have covered and that was the purpose of arranging such an inspection.

Mr R says again that he was denied his right to reject the car. As I explained in my provisional decision, Mr R only had a short term to reject the car within the first 30 days, and only if he expressed his wish to do so within that time. I've still not seen any evidence which shows that Mr R expressed his wish to reject the car within that time.

The CRA says that if the car acquired wasn't of satisfactory quality or not as described, then Mr R would still be entitled to return it after the first 30 days, but he wouldn't have the right to reject the car until he has exercised his right to a repair – this is called his final right to reject. So, Mr R doesn't have an automatic right to return the car if there's a fault. For me to conclude that Mr R can now exercise his right to reject the car, I would need to see that the car wasn't of satisfactory quality, and that an attempt at the repair has failed.

As the alternator has been repaired, and I haven't seen any evidence to suggest that this repair has failed, I don't think it's reasonable to ask Tandem to allow Mr R to reject the car now.

Mr R also refers again to an undisclosed MOT failure around August 2021. I've considered that Mr R says this amounts to misrepresentation, and that he also says he was misled by Tandem in other respects.

With regard to the MOT history of the car, based on the information I've seen, I'm not able to say whether the supplying dealer or Tandem were aware of this issue at the point of supply, and the car subsequently passed an MOT. So, I can't say whether, on balance, that issue would now render the car of unsatisfactory quality primarily as it has been fixed and there is no evidence to say that the repair has failed or that the issue has reoccurred. Also, MOT records are publicly available records, which Mr R could have checked before buying the car, and there was no obligation on Tandem, or the supplying dealer, to show the MOT history of the car to Mr R before he bought it. Therefore, I don't think the fact that Tandem didn't draw the MOT history to Mr R's attention amounts to misrepresentation. I say this because, to make a finding of misrepresentation, I would need to be satisfied that Mr R was told a false statement of fact that caused him to enter into a contract he wouldn't have entered into otherwise and, based on the available evidence, I don't think I've seen enough to conclude that this is, more likely than not, what happened.

I've also considered that Mr R says Tandem breached their contract with him. However, I've reviewed the agreement and all the information provided by both parties, and I can't see anything in there which leads me to conclude that Tandem have breached any of the terms of the agreement. Therefore, while I appreciate Mr R's strength of feeling regarding this, I don't think I've seen enough to say that, on balance, there's been a breach of contract or misrepresentation in this instance.

I note that Mr R has provided details of a new fault with the car in relation to the AdBlue system, which he says has incurred further expensive repair costs. In my decision I can only look at issues raised with Tandem as part of the original complaint, because Tandem has only had the opportunity to consider and provide information on those issues. If Mr R wishes Tandem to consider this new issue, then he should raise this directly with them as a separate complaint.

Mr R also says that there is a conflict of interest between Tandem and the supplying dealer which is detrimental to consumer protection and has caused him harm. It's not within the remit of the Financial Ombudsman to tell Tandem how it should structure its relationship with the supplying dealer. Instead, I'm required to decide whether, in the specific circumstances of Mr R's complaint, Tandem needs to do anything to put things right for him. In other words, has he suffered any financial loss or material distress and/or inconvenience as a result of anything Tandem did wrong. And considering all the circumstances of this specific case, I've already stated what Tandem should do to put things right for Mr R.

Mr R has also asked for his case to be referred to the Financial Conduct Authority (FCA) for investigation into the misconduct of both Tandem and the supplying dealer. It's not part of the FCA's role to investigate individual consumer complaints, but if Mr R wishes to raise concerns about the conduct of Tandem with the FCA, he should do this directly with them.

Based on all of the above, I remain satisfied that this complaint should be upheld for the reasons set out in my provisional decision. While I sympathise with all the personal circumstances Mr R has mentioned, I still think that the redress set out in my provisional decision remains appropriate in the circumstances, as a reflection of the distress and inconvenience caused to Mr R as a result of the car being of unsatisfactory quality, due to the alternator needing to be repaired.

### **My final decision**

For the reasons explained in my provisional decision and above, I uphold this complaint and direct Tandem Motor Finance Limited to pay Mr R £150 for the distress and inconvenience caused to him as a result of Tandem supplying him with a car which wasn't of satisfactory quality.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 May 2025.

Liz Feeney  
**Ombudsman**