

## The complaint

Mr O is unhappy with the quality of a car financed using a hire purchase agreement from Tandem Motor Finance Limited.

## What happened

In April 2024 Mr O entered into a hire purchase agreement with Tandem for a used car. The car was around nine years old and had been driven for 59,000 miles. The cash price was £13,990.

In November 2024, after experiencing issues with the car, Mr O took it into a garage. The mileage at this time was 63,260. The garage said they suspected the timing chain was worn but couldn't find any visible damage or play to the turbocharger.

Unhappy as he didn't feel he was liable for the repairs, Mr O contacted Tandem. They asked him to arrange an inspection to establish if the issues were present at the point of sale.

Mr O paid for an inspection on February 2025, where the mileage was recorded as 65,260. It said:

- *Timing chain tensioner deterioration is influenced by both age and mileage. It is not solely a mileage-related issue; the tensioner's performance can degrade over time due to varnish build-up on the plunger, reduced oil flow, and inactivity.*
- *On a 10-year-old vehicle, replacing the timing chain would generally be considered routine maintenance rather than premature failure.*

It concluded that it didn't think the problems with the car would've been present at the point of supply.

Tandem then issued a final response letter in May 2025 which said that as the independent report concluded the problems with the timing chain were not present at the point of sale, they didn't think the car was of unsatisfactory quality.

Mr O arranged repairs to the timing chain to be carried out on his car in May 2025.

As part of the repairs, the garage identified issues with the turbo charger. In July 2025, they said that while they were carrying out repairs to the timing chain, they stripped the vehicle and found play in the turbo charger bearing. Repairs to the turbo charger were then carried out.

An investigator looked into Mr O's complaint for him. He said he thought Tandem should cover the repairs Mr O carried out to both the timing chain and turbo charger. He explained he wasn't persuaded by the findings of the independent inspection report. He said he thought both parts had failed prematurely considering the car was sold with a full service history and had relatively low mileage. And so, he thought Tandem should pay Mr O for the repairs, plus any associated losses and £300 compensation.

Tandem have said that because Mr O carried out the repairs without their authorisation, they hadn't had an opportunity to repair the car themselves and so don't think they should pay them. They asked for an Ombudsman to review the case.

I was minded to reach a different outcome to our investigator. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision. In my provisional decision, I said:

*Mr O acquired his car using a hire purchase agreement and so The Consumer Rights Act 2015 ("CRA") is a relevant legislation for this complaint. The CRA sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Section 9 of the CRA says that goods are of satisfactory quality if they meet the standard that a reasonable person would consider satisfactory. When considering the quality of a car, the age, mileage and price are things that need to be taken into account.*

### **Timing chain**

*I've firstly considered if I think Tandem should reimburse Mr O for the repairs he had carried out on the timing chain.*

*Mr O first started to experience issues with this component around eight months after acquiring the car. He had driven it around 4,000 miles in this time.*

*In February 2025, the independent inspection concluded that they didn't think the timing chain was present or developing at the point of sale.*

*I can't ignore that the independent inspector is an expert in his field, and I haven't seen any other expert evidence which contradicts his findings about the fault being a wear and tear issue.*

*Whilst I appreciate that Mr O's car had a relatively low mileage for it's age, I can see that the inspector was aware of these factors when he made his findings.*

*And so, I don't think it would be fair to hold Tandem responsible for the timing chain repairs. This is because I don't have enough evidence that they were present at the point of sale, making the car of unsatisfactory quality as per the requirements set out in the CRA.*

### **Turbocharger**

*I've then considered the repairs to the turbocharger.*

*I've noted that the garage in November 2024 couldn't find any issues with the turbocharger.*

*The independent report did find issues with it. However, by the time of this report, eleven months had passed from the point of supply and the car had been driven 6,000 miles since Mr O had acquired it.*

*The independent inspector said that he felt the faults with the turbocharger and timing chain were connected to each other. The findings of the independent report conclude that the inspector didn't think the car was of unsatisfactory quality at the time of supply. And so, for the same reasons as above, I don't think Tandem are responsible for the repairs to the turbocharger either.*

*I'm very sorry that my decision doesn't bring Mr O more welcome news. But, in all the circumstances I don't think that Tandem has treated Mr O unfairly, unreasonably, or contrary to law in the quality of the care they supplied under the finance agreement.*

Tandem responded to my decision and said they agreed with my conclusions.

Mr O disagreed. In summary, he said:

- He doesn't agree that the independent report concluded that the faults weren't present at the point of sale.
- He doesn't agree an MOT pass shows the car was of satisfactory quality.
- That he first recorded the engine rattle on 17 October 2024, which was six months after collection. He also feels the turbocharger fault was also present earlier than recorded.
- The repairs to the car took place 13 months after he acquired it because of a lack of assistance from Tandem.
- That the warranty company for his car said the timing chain was at the 'end of its serviceable life.'
- That the timing chain failure was premature and shows that the car was of unsatisfactory quality because of a lack of durability;
- That he didn't carry out unauthorised repairs.
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### **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've considered what Mr O has said but overall, they don't change my findings on this complaint. I will explain more below.

I firstly want to explain that I haven't said in my decision that Mr O carried out unauthorised repairs, nor did I rely on an MOT pass to demonstrate that his car was of satisfactory quality.

I've noted what Mr O has said about when he first experienced the engine rattle and it was earlier than eight months after he collected the car. I've also noted that he feels the turbocharge fault was present earlier too.

Even if a fault is found with a car within the first six months of acquiring it, the parameters set out in the CRA explain that the faults need to be connected to the quality of the car at the time of supply. This means existent of faults within six months alone isn't enough.

And so, I've reconsidered the independent report with this in mind but for the reasons I explained in my provisional decision, I still can't ignore that it doesn't say the faults were present or developing at the point of supply. Instead, the report says that given the age of the car, the timing chain isn't considered premature failure but rather age-related mechanical wear and tear.

The opinion of the warranty company doesn't persuade me otherwise on this point as it also implies the chain was at the end of its life span.

As Tandem agreed with my provisional decision, and Mr O's response hasn't changed my findings, my decision remains the same as my provisional one. So, without further expert evidence to the contrary, based on what I've already explained, I don't think it was unreasonable for Tandem to not pay for the repairs to the timing chain or turbocharger.

**My final decision**

My final decision is that I don't uphold this complaint for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 January 2026.

Ami Bains  
**Ombudsman**