

The complaint

Mr M is unhappy that a car supplied to him under a hire purchase agreement with Tandem Motor Finance Limited was misrepresented by the supplying dealership.

What happened

In September 2023, Mr M was supplied with a used car through a hire purchase agreement with Tandem. He paid an advance payment of £1,500 and the agreement was for £15,000 over 60 months; with 59 monthly payments of £402.38 and a final payment of £412.38. At the time of supply, the car was around four years old and had done 49,414 miles (according to the MOT record for 2 September 2023).

Shortly after being supplied with the car, Mr M discovered that it had been fitted with a towbar (the original invoice for the car when it was brand new shows this was a *“Twin Elec Detachable Tow Bar (Port Fitted).”* He’s said that, after speaking to the supplying dealership about this, they told him they were unaware of the presence of a detachable towbar on the car. Which is why it wasn’t detailed in the advert or pointed out to Mr M. They also said that, had they been aware of it, the price would’ve been increased to reflect this.

In January 2024, Mr M decided to use the towbar to pull a trailer. However, the towbar failed while he was driving, causing damage to the car. He complained to Tandem about this in February 2025, asking to reject the car. Tandem didn’t uphold his complaint, so he brought it to the Financial Ombudsman Service for investigation.

Our investigator also didn’t uphold the complaint – they didn’t think there had been a qualifying misrepresentation, and they didn’t think the car was of an unsatisfactory quality when it was supplied. So, they didn’t think Tandem needed to take any action.

Mr M didn’t agree with the investigator’s opinion. He said:

- The towbar’s electrics and mounting brackets were fitted at the point of sale and therefore should’ve been checked as part of an MOT test, regardless of whether the towbar itself was detachable or not.
- The towbar was unsafe, and this made the car not fit for purpose and of an unsatisfactory quality when it was supplied.
- The car was misdescribed as he wasn’t made aware of the towbar, and *“a factory fitted towbar is a material feature that affects price and consumer decision-making.”* So, there was misrepresentation by omission.
- Tandem, as the supplier of the car, are responsible for what happened, and his delay in raising matters with them doesn’t amount to acceptance or a waiver of his statutory rights.

Because Mr M didn’t agree, this matter has been passed to me to decide.

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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. 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 M was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

When considering this matter, I've also taken into consideration section 56 of the Consumer Credit Act 1974. This states that any negotiations conducted by the credit broker or supplier of goods are deemed to be conducted in the capacity of an agent of the creditor, and that this includes all communications (including the advert) and representations made. This means that, in this case, any discussions, communication, or representations made by the dealership in respect of the towbar were done so as an agent of Tandem, for which Tandem remain liable.

This is also a complaint about misrepresentation. For misrepresentation to be present there must (a) have been a false statement of fact (either directly or by omission), and (b) that false statement of fact must have induced, in this instance, Mr M to have financed this particular car with Tandem.

Misrepresentations can be fraudulent (where a false statement of fact is made by someone knowing it's untrue), negligent (where a false statement of fact is carelessly made without reasonable grounds for believing it to be true), or innocent (where the false statement is neither negligent nor fraudulent).

Having looked at the specification for a 'Twin Elec Detachable Tow Bar (Port Fitted)', this is a removable tow bar system with two electrical connections – a 7-pin and a 12-pin socket. While the tow bar can be removed, the mountings and electrical connections remain and are located under the rear bumper, so they are not immediately visible.

I've noted that Mr M didn't purchase the car under the Distance Selling Regulations i.e. he saw and had the opportunity to examine the car. It's also not disputed that neither Mr M nor the dealership noted the presence of a towbar. Had the towbar been fitted to the mountings at the point of supply, then it would've been immediately visible to both Mr M and the dealership. As such, I'm satisfied the detachable towbar wasn't fitted to the mountings at supply i.e. it would've been stored within the car; and the positioning of the mountings and electrical connections meant that, unless someone was looking for them, they would not have been immediately obvious.

Given that Mr M wasn't made aware that a detachable tow bar had been fitted and given that its presence wasn't immediately obvious at supply, I'm satisfied there has been a false statement of fact by omission – the dealership failed to advise Mr M about the towbar.

As such, I need to consider what Mr M would reasonably have done had he been made aware there was a detachable towbar. While he raised the issue of the towbar with the dealership when he became aware of it, I've seen nothing to show me that Mr M asked the dealership to either remove the towbar or to take back the car. And Mr M also hasn't said

that he did this. So, this shows me that Mr M wasn't particularly bothered by the fact that a towbar had been fitted.

Furthermore, as the towbar was detachable, it didn't affect the aesthetics of the car. Therefore, I'm satisfied that it's more likely than not that, if the advert mentioned the detachable towbar or if the dealership had made Mr M aware of this, it wouldn't have affected his decision to finance the car. So, I'm not satisfied that Mr M was induced to finance the car solely because there was no towbar present. And, as there was no inducement, there was no misrepresentation.

For completeness, I've also considered if the towbar made the car of an unsatisfactory quality when it was supplied to Mr M.

The Consumer Rights Act 2015 says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Tandem are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. So, if I thought the car was faulty when Mr M took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Tandem to put this right.

The MOT record shows that the car was tested on 10 August 2022, 2 September 2023, 5 September 2024, and 29 August 2025. The first two tests took place before the car was supplied to Mr M, the latter two when the car was in Mr M's possession. I'm in agreement that the MOT regulations require towbars to be tested for safety, and I think it's highly unlikely that this didn't happen on four separate MOT tests. Instead, I think it's more likely that the towbar was tested in line with the MOT regulations in force at the time of each test, and it passed without any advisories.

Mr M has provided a job sheet which shows that a local garage inspected the car on 16 October 2023 to confirm if there was a towbar fitted. However, he hasn't provided anything for the incident that happened in January 2024 or anything showing what caused the towbar to fail i.e. was it a failure of the mountings, was the detachable towbar attached correctly, was the trailer attached correctly, and/or did the trailer Mr M was towing comply with the weight rating of the towbar (1,400kg to 1,650kg braked, or 750kg unbraked, with a maximum nose weight of 100kg – these could be found in the owner's manual).

Because there is no evidence of what caused the failure, I need to rely on the evidence we do have – the MOT record. And, as I've already said, this indicates that the towbar passed the regulations at the time of each test. Given this, and while I appreciate this will come as a disappointment to Mr M, I'm not satisfied that it's more likely than not that the towbar made the car of an unsatisfactory quality at the point of supply. As such, I won't be asking Tandem to take any further action.

My final decision

For the reasons explained, I don't uphold Mr M's complaint about Tandem Motor Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 December 2025.

Andrew Burford
Ombudsman