

## The complaint

Mr R complains about a car supplied under a hire purchase agreement, provided by Tandem Motor Finance Limited trading as Tandem.

## What happened

Around June 2024 Mr R acquired a used car under a hire purchase agreement with Tandem. The car is listed with a cash price of £8,050, was around nine years old and had covered around 76,777 miles. Mr R paid a deposit of £500.

Unfortunately, Mr R says the car had issues when it was delivered. He said there were visible dents and scratches, the interior was in a rough condition, it had tyres from different manufacturers, and it made an abnormal engine noise.

Mr R said he contacted the dealer who said it would address the issues, but explained to Mr R that he would lose an administration fee and the delivery cost if he instead gave the car back.

Mr R then said shortly after more issues appeared with the car, including loose rubber seals on the windscreen and doors, the boot malfunctioning and a rattle from the engine. He also said a light for low oil appeared on the dash.

Mr R complained to Tandem in October 2024. It then issued a final response at the end of November 2024. This said, in summary, that an independent inspection had been carried out which didn't find any faults and that any issues present were due to wear and tear. Tandem said it was not upholding the complaint.

Mr R remained unhappy and referred the complaint to our service. He explained the car failed its first MOT which cost around £500 to put right. And he said when the car was serviced there were multiple issues with it. He also explained when he got it, the car hadn't been serviced since 2019.

Mr R also confirmed the car was returned for repairs to the dealer at the end of June 2024 and it glued the rubber seals.

Our investigator issued a view and upheld the complaint in part. In summary, she said she didn't think the conclusions of the independent report were accurate, as the failure date and mileage recorded weren't correct based on what Mr R had shown.

She said she thought the majority of issues Mr R complained about were due to wear and tear. But she thought the issue with the boot not opening properly was likely a *"manufacturing defect"*.

She explained she thought Tandem should arrange for the boot to be repaired and to pay Mr R £200 to reflect the distress and inconvenience caused.

Tandem disagreed. It said, in summary, that the independent report had found it was not

liable for the issues with the car.

As Tandem disagreed, the complaint was passed to me to decide. I sent Mr R and Tandem a provisional decision on 22 October 2025. My findings from this decision were as follows:

*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 initially think this complaint should be upheld in part. I'll explain why.*

*When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Tandem here – needed to make sure the goods were of 'satisfactory quality'.*

*Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.*

*So, in this case I'll consider that the car was used, around nine years old and had covered over 76,000 miles. It also cost around £8,000, which is a significant discount on what it would've originally retailed at. I think this means a reasonable person would not have the same expectations as for a newer, less road worn model. And I think they would expect parts to have already suffered from wear and tear. But, I think they would still expect the car to have been fully functional and would expect trouble free motoring for at least a short period of time.*

*What I need to consider in this case is whether I think Mr R's car was of satisfactory quality or not.*

*I've firstly considered if the car had faults.*

*I've seen a copy of an invoice from a mobile mechanic from 11 October 2024:*

*"Repairs needed Excessive noise coming from Serpentine Belt area, needs investigating and repairing -Front and rear pads both low and need replacing- Brake fluid needs flushing as moisture content is too high. Excessive noise coming from steering wheel, needs investigating and repairing. Oil leak spotted under engine, needs repairing."*

*I've also seen the independent report carried out on 6 November 2024 and where the mileage was noted as 82,191:*

*"It is our opinion that there are multiple faults with the vehicle, which include, an engine noise and rattle and buzzing noise coming from the top of the engine in the timing belt area. There is a rubbing noise coming from the top of the steering column from a bush."*

*"We noted that the tailgate stops approximately 1/2 way up, we did not force this past this point, as there was resistance to the tailgate"*

*So, from these I'm satisfied the car had issues with an engine noise from the timing belt, a noise from the steering column, an oil leak, brake fluid quality and a fault with the boot.*

*This then brings me to what I think is the crux of the complaint. I now need to decide when it's most likely these faults occurred, and what this means for the quality of the car.*

*Mr R says he first complained about these issues very early on when he acquired the car. So, I've looked at the evidence to see if he's shown this was the case.*

*I've seen an email Mr R sent to the broker of the finance from 12 June 2024. Here he mentions that the oil level was low and "rubbed is coming out from the windscreen and doors".*

*I've seen a further email from Mr R to the broker from 22 August 2024 mentioning the oil light on the dash, the "door of backspace" not working, a rear-view mirror issue and a strange noise from the roof. I think it's likely Mr R was referring to the boot here when he mentioned the 'door of backspace' as he also sent a photo.*

*I've thought about these emails. I can see Mr R mentioned low oil, but I don't think this is enough to link this to the oil leak later identified. In relation to the windows and doors, I've assumed that Mr R is referring to the rubber seals he complained about. But it appears that the dealer fixed these issues.*

*I've also thought about the noise mentioned. But I haven't seen enough to persuade me this is the same as identified by the mechanic nor the independent report.*

*I am however satisfied from these emails that Mr R complained about the issue with the boot not far past two months after he got the car. So it follows this issue was present at this point.*

*Thinking about all of this, I haven't seen enough to persuade me it's likely the majority of the issues noted in October and November 2024 were presenting as early as Mr R explained. So, I've considered what the report says about these:*

*"clearly, from an engineering perspective, when taking into account the vehicle has covered 5414 miles in a 5- month period, we do not consider that any of these faults would have been present or developing at the point of purchase."*

*"as the vehicle has covered 5414 miles in a 5-month period, we do not consider these faults would have been present or developing at the point of purchase."*

*I have noted the report mentioned the 'failure date' as September 2024 – which I agree with our investigator might not be accurate. But, having thought about all of this, I still think it's most likely on balance that the issues with the noises from the steering wheel and engine were not present or developing when Mr R got the car. Nor do I think this means the car wasn't durable given the point of failure and the car's age.*

*In relation to the front and rear pads, brake fluid and oil leak, even if I accepted these were present when Mr R got the car, it was around nine years old at the time. As these are all wear and tear issues, and I have no further information about the severity of them, I think on balance a reasonable person would not find the car of unsatisfactory quality due to this.*

*As above, I do think there is evidence that the fault with the boot appeared at the latest in mid-August 2024. This is a little finely balanced, but I find it most likely that this issue was present or developing at the point of supply. I think a reasonable person would expect the boot to be fully functional. So, I find the car was not of satisfactory quality due to the boot.*

*Mr R provided an MOT invoice from 29 Jan 2025. Work was required to the suspension and wheel alignment, and the car needed a new tyre. But this was several months after Mr R got the car. I find this was likely routine maintenance rather than any issue meaning the car was not of satisfactory quality when supplied.*

*Mr R provided a breakdown report from 12 April 2025 where the car needed a new battery at 86,937 miles. But this was from not far off a year after he got the car and he'd covered around 10,000 miles in it. So, I find this does not mean the car was of unsatisfactory quality when supplied.*

*Mr R complained about the tyres fitted to the car. But on a car of this age, I wouldn't necessarily expect matching tyres all round. I think a reasonable person would expect them to be road legal and safe. And I haven't seen this wasn't the case.*

*I've also considered the bodywork and interior issues Mr R mentioned. But this was a used car, and I haven't seen any description of it Mr R was given before he acquired it. So, I'm not persuaded this means the car was of unsatisfactory quality, nor that it didn't meet a description.*

*Mr R said the car was sold as having a full-service history. He explained when the history arrived, this wasn't the case. I've very carefully thought about what he said. But I haven't seen any details of how the car was advertised, nor any other evidence from the time beyond Mr R's testimony. So, on balance, I haven't seen enough to make me think the car was advertised with a full-service history and so I find Tandem doesn't need to take any action on this point.*

*Summary and putting things right:*

*In summary, I find the issue with the boot was likely present or developing when Mr R got the car, and this meant it was not of satisfactory quality.*

*But I find the other issues were likely not present or developing, and were likely due to an acceptable level of wear and tear considering the age, price and mileage of the car.*

*I also find the car didn't have an issue with the tyres, and likely wasn't sold with a full-service history.*

*In terms of the boot, our investigator said Tandem needed to arrange a repair. But I disagree on this point. I say this as I think it's most likely a repair has already taken place. I can see from the MOT invoice Mr R provided from 29 January 2025:*

*"Renew tailgate strut"*

*There was no labour charge for this, and the part is listed with a price of £27 without VAT. So, I find it likely Mr R paid £32.40 for the repair. And I think it's fair this is reimbursed.*

*I also agree Mr R has been caused distress and inconvenience because of what happened. I understand the boot still at least opened partially, but I think this must have been very frustrating and wasn't repaired for some time. So, I find Tandem should pay Mr R £200 to reflect this.*

I gave both parties two weeks to come back with any further comments or evidence.

Tandem responded and said it disagreed with the decision. Mr R didn't reply.

### **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 thought about Tandem's response to my provisional decision. It said it disagreed for the reasons it had explained in a previous email. From this, I've assumed it referred to its response to the investigator's view.

Tandem said here that the independent report had said it wasn't liable. I'm satisfied I already considered this. So, this doesn't change my opinion.

Having thought about everything again, I'm still satisfied the complaint should be upheld and that what I set out in my provisional decision is fair and reasonable.

### **My final decision**

My final decision is that I uphold this complaint. I instruct Tandem Motor Finance Limited trading as Tandem to put things right by doing the following:

- Reimburse Mr R £32.40 from 29 January 2025\*
- Pay Mr R £200 to reflect the distress and inconvenience caused

\* This amount should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If Tandem considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Mr R how much it's taken off. It should also give Mr R a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue and Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 December 2025.

John Bower  
**Ombudsman**