

The complaint

Mr R complains that Tandem Motor Finance Limited trading as Tandem refused to let him reject a car.

What happened

In December 2024 Mr R acquired a second hand car at a cost of £8,995 funded by a hire purchase agreement with Tandem. It was almost six years old and had a recorded mileage of 25,800.

The car was seen by a third party garage and Mr R was advised to have the brake pads and discs replaced. He contacted the selling garage and it asked him to return the car, but he chose to have the work carried out by the third party. This cost £703.01.

Shortly after this an engine management light came on and the car was inspected by the third party which identified the 'wet belt' needed to be replaced

Mr R contacted Tandem on 8 July 2025 and while he was having exchanges with it he arranged for the third party to carry out the repairs to the wet belt and the ancillary parts. This was done at a cost of £1,500 inclusive of a MOT.

In August 2025 an engine management light came on. A day later Tandem responded to Mr R's earlier claims and said neither it nor the selling garage had been given the opportunity to repair the car and as a result it did not accept responsibility for the issues. It offered Mr R £1,000 as a gesture of goodwill.

The car was taken to a main dealer and it diagnosed a number of faults related to the turbo and gave an estimate of £3,987.62 for the repairs. Mr R brought a complaint to this service and commissioned an independent report. This states:

"Relationship to Wet-Belt Replacement:

The deterioration observed within the turbo actuator and evidence of missing or incorrectly fitted components are consistent with a sub-standard repair. Although a wet-belt failure does not directly cause turbocharger wear, inadequate flushing or oil contamination during that repair could have restricted lubrication to the turbo bearings, accelerating wear and resulting in premature failure.

6. *Liability and Durability Assessment:*

On the balance of probabilities, the current mechanical defects stem from poor prior workmanship during the wet-belt replacement carried out within six months of sale. The vehicle has covered limited mileage since purchase, and such deterioration would not be expected under normal use.

Accordingly, responsibility for the remedial works rests with the selling agent or the party who performed the original timing-belt repair, rather than the current owner."

The complaint was considered by one of our investigators who didn't recommend it be upheld. She noted that the car had suffered faults, but only the brake discs and wet belt could be regarded as present at the point of sale. She believed the sum of £1,000 offered by Tandem was fair. The evidence suggested the later issues arose due to the work done by the third party garage and Tandem could not be held responsible for those costs.

Mr R didn't agree and said the faults should be looked at holistically and the system faults were most likely related. He said there were discrepancies in the reports of the third party garage and the independent inspector. The former suggested the turbo issue had been present before the wet belt was replaced. Overall, the car had a number of faults which did not sit with it being a low mileage vehicle. He had acted reasonably and responsibly in ensuring the car was maintained and his decision to use a local garage was prudent. Although his agreement required him to allow Tandem to deal with the repairs he felt his decision not to do so was sensible. He also asked that we look at all the parties involved. He also said he thought the recorded mileage may be wrong.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr R that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them. I would add that the complaint made by Mr R is against Tandem and I can only address its role. If Mr R wishes to pursue complaints against other bodies he should do so with the relevant organisations.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Mr R entered a credit agreement for a vehicle and it turns out something he was told about the agreement by the credit broker, which induced him into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr R was second-hand, so I'd expect it to have a degree of wear and

tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

Based on what I've seen, I'm satisfied that there were faults with the car. I say this because this has been clearly demonstrated and accepted by all parties. The issue is what faults can be regarded as having been present or inherent at the point of sale.

Our investigator has set out in some detail why she considered the brake discs and wet belt were most likely present or developing at the point of sale. I do not intend to rehearse the reasons why since all parties accept this conclusion. Tandem and the selling garage should have been given the opportunity to make these repairs, but they were not afforded that opportunity. They would have been able to do so at a cost lower than that paid for by Mr R. However, the offer of £1,000 covers most of the costs he incurred and I consider it to be a fair offer.

Turning to the later and more significant fault I have to rely on the evidence provided by the independent inspector that this came about as a result of the wet belt repairs. I appreciate the third party report takes a different view, but they are an interested party. Tandem has no responsibility for the work which was carried out by a third party without its agreement.

I have noted Mr R's suggestion that the faults with the car should be regarded as holistic and indicative of problems which were present at the point of sale. But I do not find this a persuasive argument. I have not seen any substantive evidence to support this approach. This is an evidence based service and we have to be fair to both parties. Without clear evidence that the turbo issue was present at the point of sale I cannot say Tandem should be held responsible for the repair costs.

More recently Mr R has mentioned his concerns about the recorded mileage and if he has evidence to support that claim he should present that to Tandem for its consideration. It is not something I can consider before Tandem has had the opportunity to respond.

I understand Tandem has offered Mr R £1,000 and if it has not paid this I trust it will do so after the issue of this decision.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 February 2026.

Ivor Graham
Ombudsman