

## **The complaint**

Miss R complains about the quality of a used car she acquired through a hire purchase agreement with Tandem Motor Finance Limited ('Tandem'). Miss R says that due to the car having a significant problem she should now be able to reject it.

## **What happened**

Miss R's complaint is about the quality of a car she acquired in December 2024. The car was used, and it was first registered in September 2017. So, it was about seven years old, and it had covered about 64,000 miles.

Miss R acquired the car using a hire purchase agreement that was started in December 2024. The retail price of the car was £6,995. Miss R borrowed £3,995 to purchase the car. The agreement was to repay 47 repayments of £107.64 followed by a final repayment of £177.64. If Miss R made repayments in line with the credit agreement, she would need to repay a total of £5,176.72.

Tandem has considered Miss R's complaint, and it hasn't upheld it. It said that as the car has been repaired Miss R didn't now have the right to reject it. It didn't think it had acted unfairly. Miss R didn't agree with this and brought her complaint to the Financial Ombudsman Service.

Our Investigator partly upheld Miss R's complaint. He said that the car had been repaired within a reasonable time and so Tandem had fulfilled its responsibilities under the Consumer Rights Act 2015 ('CRA'). It didn't need to do any more to repair the car and Miss R didn't now have a right to reject it. He thought Tandem should pay compensation for the time Miss R was without a vehicle, but no more than this.

Tandem agreed with our Investigator, but Miss R didn't. There was some further correspondence, and Miss R's continuing complaint is that:

- The car took around nine weeks to repair, from the point she was informed there may be a problem. And she was left without transport for all of this period; this was not a straightforward or timely repair process as required under the CRA. It has caused her significant inconvenience.
- She doesn't have any confidence in the vehicle, and she's not seen full documentation about the repair. This was a serious fault that required a full engine replacement.
- She had already indicated that she wanted to reject the car when it was repaired and she's not had use of the car for a prolonged period now.

There was some further correspondence, but no new issues were raised. Because Miss R didn't agree, this matter has been passed to me to make a final decision.

## **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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Miss R has complained about the quality of the car. Below is a summary of the issues complained of by Miss R and the investigation and repair work that has been carried out by the dealership, alongside what has happened in respect of the complaint.

When Miss R acquired the car she says that a coolant light was present. It's not clear what action was taken about this at the time – if anything.

Miss R was experiencing problems with the car and in April 2025 and she had it looked at by a third party garage. This garage informed her that the presence of smoke in the exhaust fumes likely meant an engine problem, and that she should get this investigated further.

Still in April 2025 Miss R contacted the dealership who in turn referred her to the cars warranty provider and Tandem. Miss R said she wanted to reject the car at this time. Tandem agreed to repair the car and Miss R says she agreed to this 'under protest'.

The car was collected for repair on 17 May 2025 and I understand the engine was replaced. Miss R was told the car was ready to collect on 9 June 2025. And Tandem has offered to deliver the car to her as the repairing garage was a significant distance from her house. Miss R hasn't accepted this, and her ongoing complaint is that she now wants to reject the car under the provisions of the CRA.

Our Investigator has said that the car wasn't of satisfactory quality as it needed a significant repair about four months after Miss R acquired it. Tandem has accepted this, and so I think it's established that the car wasn't of satisfactory quality. I don't think I need to consider this further.

Miss R didn't exercise her short term right to reject the car within the first 30 days of use, so she doesn't have the right to reject the car under this provision of the CRA. I don't think there is any dispute about this.

As the car wasn't of satisfactory quality (due to it needing a new engine four months after Miss R acquired it) Miss R did have the right for the problem to be repaired. Whilst I haven't seen full evidence of the repair, it seems to be established that the engine was replaced. So, it seems reasonable to say it has been repaired. I've not seen any evidence that shows the car now doesn't conform to the contract and it is now of satisfactory quality. Because of this Miss R also wouldn't have a final right to reject the car under the provisions of the CRA.

As Miss R has said, she could also have a final right to reject the car if the repair wasn't completed 'within a reasonable time' and it needed to not cause 'significant inconvenience'. I think it's reasonable to say that Miss R's fundamental disagreement with both Tandem and our Investigator's opinion about the complaint is that she thinks the repair did take too long and caused her significant inconvenience. And she has lost faith in the car as it needed such a significant repair after she had only driven it a relatively low number of miles.

Whilst I've taken on board what Miss R has said, and that she wanted to reject the car when it became faulty, it is correct to say that a repair is the remedy that the CRA says is appropriate in this situation. As far as I can see, this has been done. I accept this took around nine weeks from when Miss R first noticed there was a problem with the car, but I think that considering the nature of the repair, this was a reasonable time frame.

Miss R has been caused some inconvenience, but I agree that a refund of the amounts she paid over the time the car was being repaired should be refunded to her, rather than her being able to reject of the vehicle. I don't think the car took so long to repair so that it should be considered an unreasonable length of time.

In making this finding it's important to note that my role here is to look at whether a business has acted within the regulatory framework and whether it has acted fairly and reasonably. Tandem did need to put the problems with the car right, and I think that it has done this. This was a large repair and did take some time, but it was acting within the provisions of the CRA, and fairly, when it arranged to do this.

I know this will not be the answer Miss R wants to hear, and she feels very strongly about this issue, I'm sorry to disappoint her here.

I have taken on board what Miss R has says about not having a record of the work that was completed on the car. It is of course reasonable that she has this and Tandem should arrange for this to be provided to Miss R. I assuming this would have been provided to her when the car was returned in any event. I've included this in the putting things right section below.

And Miss R should be compensated for the time that she was without the car while it was being repaired. Tandem has agreed to refund the amounts she paid over this time, and I've included these in the compensation below.

I can see Miss R has not agreed to take the car back and so she has been without transport for a protracted period. But as I'm persuaded that Tandem has acted reasonably when it repaired the car and it has tried to arrange to have it returned to Miss R. I don't think it would be reasonable to say it should be responsible for this further period where Miss R was without transport.

### **Putting things right**

I uphold this complaint against Tandem and tell it to:

- Pay a refund of the finance payments Miss R paid from 12 April 2025 to 9 June 2025.
- Pay 8% simple yearly interest on all refunded amounts from the date of payment until the date of settlement.
- Arrange delivery of the vehicle back to Miss R
- Ensure that Miss R has information / invoices / jobsheets in respect of the work that has been completed on the car.

If Tandem considers that it's required by HM Revenue & Customs to withhold income tax from the interest part of my award, it should tell Miss R how much it's taken off. It should also give Miss R a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons I've explained, I partly uphold Miss R's complaint.

Tandem Motor Finance Limited should put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 20 February 2026.

Andy Burlinson  
**Ombudsman**