

The complaint

Mrs D complains about the quality of a vehicle that was supplied through a motor finance agreement with Tandem Bank Limited (TBL).

Mrs D has been represented on this complaint. But to keep things simple I'll only refer to Mrs D in my decision.

What happened

In May 2024, Mrs D acquired a used car through a hire purchase agreement with TBL. The car was about eight years old and had travelled around 80,000 miles when it was supplied to her. The cash price of the car was £10,739. A deposit of £1,000 is listed, so the total amount financed under the agreement was £9,739, payable over 59 monthly repayments of £266.44 followed by a final repayment of £236.44.

Shortly after collecting the car, Mrs D noticed issues with it and returned to the dealership. However, despite assurances from them, the issues persisted. Mrs D said that after some back and forth, the dealership agreed to pay for repairs, which were carried out at a main dealership.

Mrs D arranged an independent inspection of the car, which was completed in July 2025. The report concluded that there was a rattle from the engine and a misfire, along with fault codes relating to the camshaft position sensors. It recommended replacing the timing chain and conducting further investigations to ascertain the root cause of the low-end knocking. It was unable to confirm that the engine required replacement.

Mrs D said the situation has been stressful and financially draining for her. She said that as a result of the experience, her trust in both the vehicle and TBL has been broken, and she would like TBL to take the car back and remove her liability from it.

In August 2025, TBL issued their final response to Mrs D's complaint. In summary, they confirmed that her complaint related to a fault with the engine which she believed was present or developing when the car was supplied. TBL considered there was no evidence that the issues were present or developing at the point of supply, and concluded that, given the mileage covered and the time passed since supply, the issues were consistent with wear and tear rather than the car being unfit for purpose.

Unhappy with TBL's outcome, Mrs D brought her complaint to this service, where it was passed to one of our investigators to consider.

In December 2025, the investigator issued their view and recommended that Mrs D's complaint should not be upheld. In summary, the investigator concluded that the vehicle wasn't suffering from a fault, or at the early stages of one, when it was supplied to her.

Mrs D didn't accept the investigator's view and asked that the complaint be referred to an ombudsman for 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've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been 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 in order to reach what I think is the right outcome.

Mrs D complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mrs D's complaint about TBL. TBL is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

My starting point is that TBL supplied Mrs D with a used vehicle that had travelled 80,000 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new car or one with lower mileage; and that there'd be signs of wear and tear due to its usage which may impact its overall quality and reliability, so there'd be an increased likelihood of unforeseen problems surfacing sooner than in a new vehicle.

From the information provided I'm satisfied there's a fault with the car. This is apparent from the independent inspection report which confirmed a rattle and misfire of the engine. It also identified fault codes relating to the camshaft and recommended the replacement of the timing chain kit, fluids and sundries. Having established the car had a fault I've considered whether it was of satisfactory quality when it was supplied to Mrs D.

Mrs D said the engine management light illuminated only days after she acquired it. The inspection report shows in its timeline, that over the following year, despite the car being seen by the dealership, it ultimately broke down in June 2025. However, I note that the car passed its MOT in January 2025 without any engine-related advisories, and after Mrs D had driven almost 6,000 additional miles.

Mrs D has also questioned the reliance placed on the independent inspection report. I've taken this into account. The inspection was completed by an industry expert and vehicle-inspection specialist, and I consider it reasonable to place significant weight on their

findings. The engineer set out their professional obligations and independence, and the information available supports that position. I've seen nothing to cast doubt on their impartiality.

The report stated that the vehicle's overall condition was commensurate with its age and mileage. It confirmed the presence of an engine rattle and fault codes, but also explained:

"Faults of this nature would be due to wear and deterioration and would not be unexpected on a vehicle of this age and mileage."

While the report recommended replacing certain components, I'm not persuaded that this means the car was of unsatisfactory quality at the point of supply. It isn't unreasonable for a timing chain to require replacement after a vehicle has exceeded 88,000 miles, given the various wear-related factors that can affect its performance and longevity. The report provides further explanation to support this.

The engineer's conclusion stated:

"It will most likely be appreciated, taking into consideration the condition under review and the mileage covered, that the engineering evidence alone will not support the condition was pre-existing."

Mrs D also provided a quote, invoice and comments from a manufacturer's garage dated January 2025. These documents identified engine-related issues, repair costs, and some possible explanations for a camshaft-related fault code. However, they do not give any definitive conclusion on the likely causes of those issues or whether they would have been present or developing at the point of sale. So, although I have taken this information into account, I don't consider that it contradicts the independent inspection report or provides an alternative explanation.

Taking everything into consideration, and based on the information provided, I do not consider that the car was supplied in a condition that was not of satisfactory quality. It follows that I do not require TBL to take any action in relation to this complaint.

My final decision

Having thought about everything above along with what is fair and reasonable in the circumstances I don't uphold Mrs D's complaint about Tandem Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 19 May 2026.

Benjamin John
Ombudsman