

The complaint

Miss D complains that a car that was supplied to her under a hire purchase agreement with Tandem Motor Finance Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Miss D under a hire purchase agreement with Tandem Motor Finance that she electronically signed in June 2025. The price of the car was £14,995 and Miss D agreed to make 59 monthly payments of £364.88 and a final payment of £374.88 to Tandem Motor Finance.

Miss D complained to Tandem Motor Finance about issues with the car in November 2025. It arranged for the car to be inspected by an independent expert in December 2025 and then said that the dealer would remove the tints from the windows and that it would credit £250 to Miss D as a gesture of goodwill for the inconvenience caused and time taken to resolve matters.

Miss D wasn't satisfied with its response so referred her complaint to this service and says that she wants to reject the car. Miss D's complaint was looked at by one of this service's investigators who, having considered everything, didn't think that Tandem Motor Finance had acted fairly. He recommended that it should: arrange for and cover the cost of the repairs to the car's tinted windows and lights; and refund Miss D for all rentals for the period from 4 November 2025 and £50 for a fixed penalty, all with interest.

Tandem Motor Finance initially accepted the investigator's recommendation, but then asked for an ombudsman to review Miss D's complaint as it says that the inspection report confirmed the car was roadworthy and structurally sound. Miss D has asked for confirmation that the car will be returned and the financing resolved.

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.

Tandem Motor Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss D. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss D was first registered in December 2018, so was more than six years old, it had been driven for 80,937 miles and the price of the car was £14,995. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

Miss D received a fixed penalty notice in November 2025 for: "*... use of a motor vehicle on a road when there was insufficient transmission of light through the vehicle glass*". She then complained to Tandem Motor Finance about issues with the car and it arranged for the car to

be inspected by an independent expert. The inspection report records the car's mileage as 87,442 miles and says:

"The illegal window tinting renders the vehicle unroadworthy in its current condition but is a minor and easily rectified defect. The timing of the tint installation cannot be precisely dated; however, on the balance of probability, it predates the current ownership".

The report identifies other issues with the car, including: "Headlamps: both loose, poorly fitted, and misted due to moisture ingress"; but says

"The vehicle has undergone multiple accident repairs, none of which have been completed to a professional standard consistent with BSI 10125 best practice. While the quality of repairs is below BSI standards, the vehicle has been returned to a road-legal structural condition, and no evidence of structural or chassis damage was identified. The defects identified are predominantly cosmetic in nature, relating to panel fit, paint quality, and trim installation".

Tandem Motor Finance then said that the dealer would remove the tints from the windows and that it would credit £250 to Miss D as a gesture of goodwill for the inconvenience caused and time taken to resolve matters.

Miss D has also provided a vehicle diagnostic report from September 2025 which identified faults with the car, including: "LED driving lights actuation module has a malfunction. An incorrect or incompatible configuration was detected". The car had passed an MOT test with no advisories in March 2025, before it was supplied to Miss D, but I consider that the issues with the car's headlights cause it not to have been of satisfactory quality when it was supplied to Miss D. I find that it would be fair and reasonable in these circumstances for Tandem Motor Finance to arrange and pay for the car's headlights to be repaired and for the tinting on its windows to be removed and to also take the other actions described below. I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Tandem Motor Finance to arrange and pay for any other repairs to the car or to allow Miss D to reject the car.

Putting things right

Miss D says that she stopped using the car in November 2025 because of the issues with the tinted windows. As well as paying for the work described above, I find that it would be fair and reasonable for Tandem Motor Finance to refund to Miss D all of the monthly payments that she's made under the hire purchase agreement for the period since 4 November 2025 until the repaired car is returned to her, with interest. I find that it should also remove any adverse information about the hire purchase agreement that it's reported to the credit reference agencies and which relates to that period.

Miss D paid a £50 fixed penalty because of the tinting on the car's windows. I find that it would be fair and reasonable for Tandem Motor Finance to pay £50 to Miss D to reimburse her for that cost, with interest. I consider that the £250 that Tandem Motor Finance has credited to Miss D to be fair and reasonable compensation for the distress and inconvenience that she's been caused and I'm not persuaded that any further compensation for that distress and inconvenience is justified these circumstances.

My final decision

My decision is that I uphold Miss D's complaint and order Tandem Motor Finance Limited to:

1. Arrange and pay for the car's headlights to be repaired and for the tinting on its windows to be removed.
2. Refund to Miss D the monthly payments that she's made under the hire purchase agreement for the period from 4 November 2025 until the repaired car is returned to her.
3. Remove any adverse information about the hire purchase agreement that it's reported to the credit reference agencies and which relates to that period.
4. Pay £50 to Miss D to reimburse her for the cost of the fixed penalty.
5. Pay interest on the amounts at 2 and 4 above at an annual rate of 8% simple from the date of each payment to the date of settlement.

HM Revenue & Customs requires Tandem Motor Finance to deduct tax from the interest payment referred to above. Tandem Motor Finance must give Miss D a certificate showing how much tax it's deducted if she asks it for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 13 May 2026.

Jarrold Hastings
Ombudsman