

## **The complaint**

Mrs J complains about a car she acquired with finance provided by Lendable Ltd, trading as Autolend.

## **What happened**

In May 2023, Mrs J entered into a regulated hire purchase agreement with Autolend in relation to a used car. The car was four years old, its mileage was 37,960 miles, and its cash price was £16,950.

Mrs J says that only a few days later, lots of warning lights lit up on her dashboard, indicating multiple errors with different parts of the car. The credit broker arranged for the car to be inspected by an independent engineer, which was done in August. But the engineer could not find anything wrong with the car. So the broker did not agree to take any action.

Next, Mrs J complained to Autolend, but it did not uphold her complaint, based on the findings in the independent report. She then brought this complaint to our service. But our investigator didn't uphold it either, mainly for the same reason. But she also pointed out that the car had passed MOT test in March 2023 with one advisory, which was only for a worn tyre – not for any of the things Mrs J had said she had seen a warning light for. And since raising her complaint, Mrs J had already driven the car another two thousand miles with no further issues. So the investigator concluded that the car was fine.

Mrs J did not accept that opinion. She said that the service light has come on. She provided a photo showing some other lights too, including a yellow engine light. She later got the car serviced, and provided a receipt from the servicing garage which said the brake pads and discs needed to be renewed. She said this was evidence that the car had been faulty all along.

This case was referred for an ombudsman's 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.

I would like to take this opportunity to apologise to both parties for how long it has taken to assign this case to an ombudsman; there has been a large backlog of cases.

I've read the independent report. It says that Mrs J reported the problem after driving the car for only 17 miles. At the time of the test, the car had been driven another 1,283 miles. The car was in good condition. The engine started readily and there were no warning lights. There were no stored fault codes. The engineer carried out a two mile road test, during which there were no warning lights. He concluded that there was nothing wrong with the car.

I have no reason to doubt the engineer's findings or his conclusion. I accept his evidence. And I am reinforced in that opinion by the MOT test, which found none of the problems Mrs J has complained about.

The fact that the service light has come on does not indicate that there is a fault with the car. It just means that it is time for the car to be serviced.

The car was serviced in January 2024, when the mileage was 41,756. I have read the receipt. It says that the brake pads and discs need to be renewed, because they were worn. That is just normal wear and tear, it is not evidence that there was anything wrong with the car when Mrs J got it. And there is nothing in the receipt to show that any faults were detected during the service. One of the tyres was worn, another tyre had a nail in it, and the air and oil filters were changed – these are all ordinary wear and tear issues, not faults.

I don't know why the yellow engine light was on, but if there was anything wrong with the engine then I would expect it to have been picked up at the service, or at the MOT test in May 2024, which the car passed with only two advisories, both of them about worn brake discs.

In light of all this evidence, I am more than satisfied that there is nothing wrong with this car.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 22 August 2024.

Richard Wood  
**Ombudsman**