

The complaint

Mr O complains about a car supplied to him using a hire purchase agreement taken out with Lendable Ltd trading as Autolend ("Autolend").

What happened

Mr O referred a complaint to us along with his representative. As the complainant is Mr O, for ease, I have addressed my decision to him only throughout, when referring to what he and his representative have told us.

In September 2023, Mr O acquired a used car using a hire purchase agreement with Autolend. The car was slightly under eight years old, the cash price of the car recorded on the agreement was £19,199, the agreement was for 60 months, made up of 59 regular, monthly repayments of £450.13, followed by a final payment of £461.10. The advance payment recorded on the agreement was £2,000. The mileage recorded on the agreement for the car was 64,894 miles.

The day before Mr O acquired the car, it passed a MOT, where some advisories were recorded in relation to its rear brake disc and rear tyre being worn.

Mr O said that the car needed a new parking sensor, and he said it was agreed with the supplying dealership that this would be replaced later, among other things.

Mr O said a month after acquiring the car he started to have problems with it and it was shuddering and turning off while driving. Mr O said the issues identified were eventually agreed to be repaired by the supplying dealership, so he returned the car to them around early November 2023 for a few days. Among other things, Mr O expected the car to have the shuddering issue repaired, the parking sensor repaired, as well as the brakes replaced.

When Mr O collected the repaired car, he said it appeared to drive normally and he thought all issues with it had been resolved. But, in December 2023, Mr O said the car started to shudder again intermittently. Mr O said the issue got worse, and so contacted Autolend in February 2024 after the car broke down.

Mr O's said he contacted a third-party breakdown company in February 2024. A report produced by the breakdown company was also supplied to Autolend. The mileage recorded on the report for the car was 68,806 miles. In summary, it explained that there was no obvious fault with the car at the time, but they suspected there was an issue with the fuel injectors.

In March 2024, the car was inspected by an independent third-party and the mileage recorded on the report was 68,830 miles. The engineer who inspected the car couldn't replicate the fault Mr O said he identified after completing a 50-mile road test in the car.

Mr O took the car to a manufacturer dealership to get a second opinion and they carried out a vehicle health check on the car. The check found issues such as an inoperative exterior

light, a steering gear bolt which had snapped, a worn brake system, tyres fitted the wrong way, a coolant leak and engine issues, to name a few.

Mr O contacted his warranty company and they denied his claim as they thought the items that needed repairing were excluded in his plan.

Mr O also informed Autolend, who passed on the issues identified to the independent third-party who carried out the investigation in March 2024. The third-party inspector said it didn't change his opinion on his original findings.

Autolend gave Mr O their final response in April 2024. In summary, they explained that they believed some of the issues the manufacturing dealership to have identified were wear and tear items and not faults which were present or developing at the point of supply. They also said the car was roadworthy as a MOT was completed on it before it was supplied to Mr O. And they said that the manufacturer dealership agreed to repair some of the items to the car as they were recall issues.

Unhappy with Autolend's response, Mr O referred his complaint to our service.

Our investigator didn't uphold Mr O's complaint. In summary, the investigator explained they were satisfied there was likely several faults with the car but concluded that the faults weren't present or developing at the point of supply.

Mr O disagreed with the investigator's findings. Among other things, Mr O believed the car exhibited the same issues towards the end of 2023 and beginning of 2024, as it did when he returned the car back to the supplying dealership to be repaired in November 2023. Mr O also believed the health check completed by the manufacturer dealership showed there was a fault with the car and that it was not in a roadworthy condition.

As Mr O disagreed with the investigator's findings, the complaint was passed to me to decide.

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.

Having done so, I'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr O complains about a car supplied to him under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mr O's complaint about Autolend.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – Autolend here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Mr O acquired was used, almost eight years old, had been driven around 64,900 miles and cost around £19,200. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

Had the car developed a fault?

Mr O said he experienced on occasions the car shudder whilst driving it. He said he took it to the supplying dealership to be repaired and assumed it had been adequately repaired, as the car worked fine for a month or so. Later, Mr O said the issue reoccurred and considers, amongst other things, that the repair had failed.

I'm satisfied there was likely a fault with the car relating to engine performance. I say this because Mr O has provided a report which showed the car was recovered by a third-party breakdown service in February 2024. And I've noted the independent inspection report carried out in March 2024 said:

"...The vehicle's diagnostics were interrogated. Fault code P62D-15 "Fuel injector driver circuit performance low". We are unable to determine exactly what that means. Therefore, we cleared the fault code, the engine management light turned off..."

I have inferred from the comments above that there was a fault code at some point, and that the engine management light ("EML") also illuminated, as it had turned off once the code was cleared.

Was the car of satisfactory quality at the point of supply?

As I'm satisfied there was likely a fault with the car, I've gone on to consider whether the fault was present at the point of supply.

Autolend believe the issues identified through inspections and reports do not show them to be present or developing at the point of supply, but rather have presented themselves as the car has been in regular use and are wear and tear items.

On the other hand, Mr O believes the car shuddering presented itself early on and so believes it was present or developing at the point of supply.

I should note from the outset that I am not an expert mechanic. So, in this instance, I will consider the inspections and reports that have been supplied to our service to reach my decision. And I will also keep in mind that the car was almost eight years old at the point of supply and had been driven around 64,900 miles.

The independent inspection carried out in March 2024 said:

"The vehicle was consequently road tested for a distance of 50 miles at speeds not exceeding 70mph indicated. The vehicle ran well with no emissions or abnormal noise that we could detect during the road test.

...

In our opinion, therefore, based on what we have seen, the vehicle appeared to be operating within the parameters we would expect for this vehicle's age and mileage. The fault code that was present has now been eradicated. It did not return during our 50-mile road test and the vehicle appears to be in a satisfactory and serviceable operational condition."

I have inferred from the comments above that the engineer who carried out the inspection couldn't identify a fault with the car and thought the car was of satisfactory quality as it performed within the parameters they would have expected.

Mr O also supplied a health check completed on the car by a manufacturer dealership in March 2024. The check said, among other things:

"Engine noise / smoke

Engine Noisy – Chains – confirmed chain's required via stretch test measurement application

Engine noise / smoke

Confirmed poor running and stalls intermittently – Found VVT solenoid sticking..."

As I explained above, I'm satisfied there is a fault with the car in relation to engine performance, and the findings of the health check reaffirm my thoughts here. But what the health check doesn't explain is whether the issue with the engine was present or developing at the point of supply or as a result of a failed repair.

I've also thought carefully about the other diagnostics and reports completed on the car, such as by the breakdown recovery service. On each occasion, no specific fault could be found with the car.

Considering several months had passed and the car had been driven around 4,000 miles since it was supplied, I'm satisfied any issues in relation to the car's engine weren't present or developing at the point of supply. In addition, I think had an issue with the engine been present or developing at the point of supply, it would have been apparent much sooner than when Mr O initially experienced an issue with it. While I accept Mr O said that the supplying dealership originally repaired issues in relation to the car shuddering, Mr O also said that the car operated normally again. So, I'm not persuaded that a failed repair occurred here and the issue which the manufacturer dealership identified is likely a new problem with the car.

Other issues with the car

I've also considered other issues which have been identified by the manufacturer dealership in their health check. But before I do, it is worth noting that a health check doesn't differentiate between what issues would normally wear down through normal use over several years and what wouldn't be expected to wear down. A health check would normally identify all issues a car may have, regardless of whether it may be considered as a fault under the CRA.

Brakes / hubs / wheels / tyres – several of the things identified were in relation to the car's tyres and braking system. However, I've noted a MOT was completed a day prior to the car being supplied and it passed. So, while I accept some of the tyres and braking system components may have been worn, as also identified in the MOT as advisories, I'm satisfied they were supplied in a roadworthy condition and not faults with the car. I'm also mindful that the health check was completed on the car several months later, and these parts are likely to have worn down further.

In addition, Mr O has said that one of the tyres was noted as being fitted the wrong way around, which could lead to a MOT failure. I accept a tyre may have been fitted to the car incorrectly. However, from what I have seen, I'm not persuaded that it was fitted incorrectly at the point of supply. I say this because, I've already explained the car passed its MOT a day prior to the point of supply – and the MOT hadn't mentioned the tyre being fitted incorrectly but did identify one of the tyres being "*worn close to legal limit*". And I've also noted in the submissions made to our service, an order confirmation was supplied from November 2023 (so, after the point of supply) of four tyres purchased for the car. The health check completed in March 2024 suggests that the tyres had a considerable amount of tread on them remaining. So, I think it is likely the tyres were changed on the car after it was supplied and a third-party who installed the tyres may have been responsible for it being installed incorrectly. So, I can't fairly say Autolend are at fault here.

Lights – One of the exterior lights was found to be inoperative. But, the MOT completed in September 2023 hadn't listed it as an issue. And a car's lights are one of the parts which are checked and tested in a MOT. So, I'm satisfied the issue with the light which was identified in March 2024 likely wasn't present or developing at the point of supply.

Steering gear – this was a component that was subject to a manufacturer recall and so replaced by the dealership. So, I don't think Autolend can be held accountable here.

Fuel cap – the fuel cap was damaged by the manufacturer dealership when removing it. So, I don't think it would be fair to hold Autolend accountable here.

Coolant leak – while the manufacturer dealership identified a coolant leak, I'm mindful that other diagnostics prior to the health check said that the coolant levels were ok, such as the third-party recovery company when the car broke down, which said, "*Coolant Level OK*". So, I'm not satisfied that there was a coolant leak present or developing at the point of supply and likely presented itself after the car was acquired and had been used.

In summary, from what I have seen, I'm not satisfied there was a fault with the car which was present or developing at the point of supply.

My final decision

For the reasons I've explained, I don't uphold this complaint. So, I don't require Lendable Ltd trading as Autolend to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 17 April 2025.

Ronesh Amin
Ombudsman