

## **The complaint**

Mr K complains about the quality of a used car he acquired through a hire purchase agreement with Lendable Ltd trading as Autolend ('Autolend'). Mr K says that the paintwork on the vehicle is defective, and the car has been poorly resprayed at some point.

## **What happened**

Mr K's complaint is about the quality of a car he acquired in August 2022. The car was used, and it was first registered in November 2013. So, it was just under nine years old when Mr K received it. It had covered 56,693 miles.

Mr K acquired the car using a hire purchase agreement that was started in August 2022. The vehicle had a retail price of £11,069. Mr K paid a £1,500 deposit meaning £9,569 was financed. This agreement was to be repaid through 48 monthly instalments, there were 47 monthly repayments of £264.17 and then a final instalment of £268.24 (and an option to purchase fee of £25). If Mr K made repayments in line with the credit agreement, he would need to repay a total of £14,209.23.

Mr K hasn't paid the finance since November 2023. Autolend issued a default notice in August 2024 and the agreement was terminated in September 2024.

Autolend has started court proceedings to recover the car and ensure that Mr K will repay the balance he may owe in due course. I understand a date has not been set for the court hearing yet, so I have considered the complaint.

Mr K has complained about the quality of the car. Below is a summary of the issues complained about by Mr K and the investigation that has been carried out by a third party garage, alongside what has happened in respect of the complaint.

Mr K complained to Autolend in January 2024 saying that the paintwork on the car was not right. He thought that the car had been repaired, or resprayed, before he purchased it, and this was not disclosed to him.

Autolend considered this complaint, and it didn't uphold it. It said because Mr K had waited about a year and a half to raise the issues he had with the paintwork then it wasn't possible to say that the car was sold in a poor condition. It thought the issues complained about were cosmetic and so didn't affect the overall quality of the car.

Mr K didn't agree with this and brought his complaint to the Financial Ombudsman Service.

Our Investigator didn't uphold Mr K's complaint. She said that the problems with the paintwork would have been visible at the time of purchase. And as the car was delivered to Mr K he had 14 days to inspect it. And so, he accepted the car as it was and used it for a significant time before he complained. She didn't think the car was of unsatisfactory quality.

Mr K didn't agree with the Investigator. He said that he bought the car online and it was not described as having been in an accident. And he says the mismatch of colour on the door

paintwork was not disclosed and hidden from him. He says he was not informed properly about the state of the car at the time of sale.

There was some further correspondence and Mr K forwarded a report which had been completed about the car bodywork. This report said that the car has some problems with the paintwork, and this seems to be due to a poor quality repair that has taken place sometime earlier. There is no commentary about whether these issues were present at the time of sale in the report.

Because Mr K 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.

The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. Autolend as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that 'the quality of the goods is satisfactory'.

To be considered 'satisfactory', the goods would 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 car's history.

The quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of this.

This car was over nine years old when Mr K acquired it, and it had travelled around 57,000 miles. I think a reasonable person would accept that such a vehicle would probably have some parts that are worn and would need replacing sooner or later – which is reflected in the lower price paid in comparison to a new vehicle.

### **Is there a fault or problem with the vehicle and does this mean that it isn't of satisfactory quality**

Mr K has provided some photographs that show some differences in the paintwork finish on the driver side door, and some of the nearby areas of the car. He's also provided a report that says that these areas have probably been repaired at some point and this repair will be the cause of these differences. The report says this repair may not have been of a reasonable quality.

This is a car that was relatively old when Mr K purchased it. It's a reasonable expectation that it would have undergone a significant amount of maintenance and probably some repairs over the life of it, up to the point Mr K acquired it. And some of this could have been

performed on the bodywork, as seems to have happened here. And this would have been reflected in the price that Mr K paid for it.

The report says that the repairs may have been performed poorly. But it's difficult to uphold Mr K's complaint on this basis without some further information about the repairs and when they took place and so on. I understand this isn't available. But, for example, it could be that the repairs took place a significant time ago and the passage of time has led to any deterioration in the paintwork that is now present.

So, having looked at everything, I don't think there is enough for me to say that the car wasn't of satisfactory quality when the car was supplied. Rather than it being simply an older car that has been repaired at some time in the past.

### **Was Mr K misled during the time of sale**

The main issue that Mr K has complained about is that he says he wasn't told the car had been repaired. So, he thinks he was given false information by the dealership about the condition of the car.

I understand that Autolend wasn't a party to some of the sales negotiations, and it may not have been aware of what was discussed between Mr K and the dealer. But it can still be responsible for what was discussed and the information that Mr K was provided by a broker and car dealer. This is because section 56 of the Consumer Credit Act 1974 establishes that a finance company can be held responsible for antecedent negotiations carried out by their agent that take place before the agreement is entered into.

So, to uphold this complaint, I need to be satisfied that a misrepresentation has taken place. This means I would need to see that a false statement of fact about the condition of the car, and this false statement induced Mr K into entering into the agreement. And if this false statement wasn't made that he wouldn't have entered into the agreement.

As a starting point there isn't any information to show when this repair was done and what work was completed on the car. Mr K bought the car online and there is no indication, other than what Mr K has said, that the online dealer was aware of this repair. I've haven't seen any persuasive evidence that this repair was covered up, for example by using chemicals, in the way that Mr K has suggested.

And Mr K had the car delivered to him as he bought it online. And so, he would have had a fourteen day period to fully inspect the car and return it if it wasn't right for him. Assuming that the car was in the same condition that it is now, and having looked at the photographs he has supplied, these differences in the paintwork would have been clear to Mr K when he acquired the car.

It's not clear why Mr K didn't notice this earlier, or raise this with Autolend until he had been using the car for a significant time. But this does tend to support that either the repairs were not particularly noticeable or that Mr K accepted them when he purchased the car.

But having considered everything, I'm not persuaded that Mr K was misled and I'm not upholding his complaint on this basis.

### **My final decision**

For the reasons set out above, I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or

reject my decision before 23 July 2025.

Andy Burlinson  
**Ombudsman**