

The complaint

Mr S complains about the quality of a car he has financed through an agreement with Lendable Ltd trading as Autolend ('Autolend').

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 know this will disappoint Mr S, but I don't think there's sufficient evidence to suggest this car was supplied in an unsatisfactory condition and I'm therefore not asking Autolend to take any action. I'll explain why.

Where the information I've got is incomplete, unclear or contradictory as some of it is here, I have to base my decision on the balance of probabilities.

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.

Mr S acquired his car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look at complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr S entered. Because Autolend supplied the car under a financial agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr S' case the car was used and covered approximately 80,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car; I think it's likely there would be some wear and tear present. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

So, if I thought the car was faulty when Mr S took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and

reasonable to ask Autolend to put things right.

Mr S took receipt of the car in April 2024 and contacted Autolend in June 2024 to explain he was having problems; the car had broken down and was recovered by a third party. The third party diagnosed a software update needed to happen to resolve the issue. As Mr S hadn't had the car for long it may have been a fair assumption the problems he was experiencing were present or developing at the point the car was supplied to him; the point at which Autolend were responsible for the quality of the car.

Autolend therefore recognised its liability in this regard and looked into Mr S' concerns. It noted the supplying dealership had sent Mr S funds for the software update to be completed at a garage of his choice. I appreciate there was a slight delay in Mr S receiving the funds due to sickness absence at the dealership, but I have also listened to a call whereby Mr S confirms he didn't use these funds towards the system update to take place. Instead, he took this payment as a reimbursement for money he had already paid out towards the car, including a diagnostic report.

Unfortunately, as a software update was never undertaken, I've not got supporting evidence that enables me to reach firm conclusions. I've not seen enough to demonstrate the car wasn't performing as it should do had the software update occurred. Therefore, in all the circumstances I'm not persuaded that the car didn't have this fault nor was it developing it when Mr S acquired it.

I have also considered whether the car could be considered to be as durable as reasonably expected. Here I need to take into account the age and mileage of the car. As set out above, the older the car and the higher the mileage the more wear and tear to the car's components will have occurred. And a reasonable person would expect issues about repairs being required to arise after a reasonable period of time.

Although I appreciate Mr S is frustrated that the issue with the car arose after he'd had it for around two months and driven less than 2000 miles in it, I think the car was as durable as would have been reasonably expected. A system update being required in a car that was around four years old I think is something that wouldn't be unexpected.

So, although the fault occurred relatively shortly after the agreement started, looking at the number of miles the car had done together with the car's age, I think a reasonable person would say that a reasonable time had passed before a system update had been required.

I appreciate this will be of disappointment to Mr S but for the reasons given above I'm satisfied on the evidence I have seen the car was of satisfactory quality when it was supplied to him.

My final decision

For the reasons set out above I'm not upholding the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 8 July 2025.

Rajvinder Pnaiser
Ombudsman