

The complaint

Miss W complains that Lendable Ltd trading as Autolend were responsible for her car being collected by the council and scrapped.

What happened

In December 2021 Miss W was supplied with a car and entered into a loan agreement with Autolend. The vehicle purchase price was £8,475. Miss W paid a deposit of £424. The term of the agreement was 60 months with monthly repayments of £201.56.

In 2024 Miss W moved out of her address and left her car parked in her neighbours allocated parking space. The car was declared as being off road. Another neighbour reported the car to the council as having been abandoned. A notice was put on the car in June 2024. The council collected the car on 1 July 2024, and it was subsequently scrapped.

Miss W discovered that the car had been scrapped in October 2024. She contacted Autolend and raised a complaint. Miss W said she thought Autolend could've done more to communicate with the council and prevent the car from being scrapped.

Autolend didn't uphold the complaint. In its final response it said the terms and conditions of the agreement required Miss W to keep the vehicle in her possession and under her control. Autolend also said that the terms and conditions required Miss W to inform them immediately of the vehicle being lost or stolen or if anyone tries to seize or claim it. Autolend said that Miss W remained responsible for the payments due under the agreement.

Miss W remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. She said that Miss W hadn't made Autolend aware that she had left the vehicle. The investigator said it was a breach of the agreement for Miss W not to keep the car in her possession and not to inform Autolend that the vehicle had been seized. The investigator said that Autolend had received a call from the council and had asked the council to send them an official email but never heard anything further. The investigator said she hadn't seen any evidence to suggest that the council had sent a notice to Autolend warning of the impending scrapping of the vehicle. The investigator said that she didn't think Autolend had acted unfairly and said that ultimately the vehicle was Miss W's responsibility.

Miss W didn't agree. She said that when she found out that the car had been collected, she contacted the council who advised her that they had already contacted Autolend. Miss W said she thought Autolend should've called her when it received a call from the council.

Because Miss W didn't agree I've been asked to review the complaint.

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 it will disappoint Miss W, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a 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.

I've reviewed the terms and conditions of the agreement. These state (at paragraph 9) that:

9. Use and Care of the Vehicle

9.3 Subject to the provisions in this agreement relating to insurance, you are responsible for making good any damage or loss to the Vehicle and you shall indemnify i.e. compensate us for any loss arising as a result of your use of the Vehicle. You will inform us immediately in the event of any material damage to the Vehicle, the Vehicle being lost or stolen or anyone tries to seize or claim it

9.9 You will keep the Vehicle in your possession (except to allow for repairs or maintenance to be carried out on the Vehicle) and under your control and will not sell, transfer, mortgage, lend or give the Vehicle to anyone.

Miss W agreed to these terms and conditions when she entered into the agreement.

Miss W has told this service that she left the car in her neighbours parking space when she moved out of her property. Miss W also told this service that she declared the vehicle off road. Miss W hasn't said exactly when she left the property and the vehicle but it appears that Miss W's neighbour (whose parking space the vehicle was parked in) also moved and the new neighbour reported the car to the council as having been abandoned.

Based on my reading of the terms and conditions of the agreement, I think Miss W breached the agreement by not keeping the vehicle in her possession. I appreciate that Miss W's circumstances meant that she moved out of her property, but she should have taken steps to notify Autolend of the cars location.

The council placed a notice on the car in June 2024, but Miss W didn't respond to the notice to claim the vehicle. The council collected the vehicle on 1 July 2024 and sent it to a scrapyard. On 2 August 2024 the council contacted Autolend as they had discovered the existence of finance on the vehicle. Autolend has told this service that it requested the council to send them an email with all relevant information, but it never heard anything further from the council. The vehicle was scrapped in October 2024.

Miss W has told this service that she wasn't aware that the vehicle had been collected by the council. She says she continued to pay the finance agreement not knowing the vehicle had been scrapped. Miss W believes that Autolend should accept responsibility for what happened because they failed to inform her that the council had collected the vehicle, meaning that she didn't have a chance to collect the vehicle before it was scrapped.

I understand that this has been a distressing experience for Miss W. However, based on what I've seen, Miss W left the vehicle unaccompanied for a considerable period of time and failed to respond to the notice that the council placed on the car before it was collected. There's an expectation that Miss W would take reasonable care of the vehicle. I appreciate that Miss W's circumstances meant that she had no option but to leave the car parked in her neighbours parking space, but it appears that the car was parked there for some time, and for part of that time with an official notice from the council attached to it. It was then in the scrapyard for two months. Considering that Miss W hadn't had the car in her possession for

several months, I think it would've been reasonable for her to make regular checks on the car to make sure it hadn't been vandalised or stolen. If Miss W had checked on the car, she would've found the notice from the council and (presumably) taken steps to stop the abandoned vehicle collection process.

Miss W has said that she believes Autolend should've done more when it was contacted by the council. Autolend has explained that its process when contacted about a vehicle which may belong to them is to require an official email. Autolend has told this service that it requested an official email from the council but never received anything. Autolend has also confirmed to this service that it didn't receive any emails or notices from the police, or the specific Crush Watch Alert sent out when a vehicle is recovered by the police or the council.

Based on what I've seen, I don't think Autolend needed to do anything further. It followed its processes correctly. I think Miss W must accept some responsibility here as the council fixed a notice on the car and would've made attempts to contact the registered keeper before sending the vehicle for scrapping.

Taking all the available information into account, I haven't seen anything to persuade me that Autolend has made an error or treated Miss W unfairly.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 3 June 2025.

Emma Davy
Ombudsman