

## **The complaint**

Mr N has complained that a car he acquired through a hire purchase agreement with Lendable Ltd trading as Autolend wasn't of satisfactory quality.

## **What happened**

In June 2024, Mr N entered into a finance agreement for a used car. It was around nine years old, and it had around 96,200 miles on the clock.

Unfortunately, Mr N noticed almost immediately that there was excessive vibration when travelling at speed. He took the car to have the wheels balanced, but this didn't resolve things. He then contacted the dealership, and the front brake pads, discs and sensors were replaced.

Despite these repairs, the issues with the vibration remained, and he contacted Autolend. He also arranged for an inspection. This noted that when driven at 70 mph the vibration gets worse, and advised a wheel swap to test.

Autolend didn't uphold Mr N's complaint. It said the issues were commensurate with the age and mileage of the car, and the information provided doesn't suggest the vehicle was of unsatisfactory quality at the point of supply. Mr N then had the tyres replaced at his own expense, which resolved the issue.

Mr N brought a complaint to our service, and one of our investigators looked into what had happened. He noted that a reasonable person would expect that parts of a used car might have already suffered wear and tear. And there's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn when it was supplied. However, there are still certain reasonable expectations – even with an older used car.

Our investigator was satisfied there was a fault with the car, given the findings of the report. And he was satisfied this had been apparent from very early on after the car was supplied. So, the question was, whether the car was of satisfactory quality when it was supplied – i.e. was the issue something that could reasonably be expected, or not? And, he didn't think it reasonable for a car to exhibit this fault so soon after supply. Although used cars can't be expected to meet the same standards as new vehicles, that doesn't mean a consumer isn't entitled to a reasonable degree of quality and durability.

When a fault is discovered within six months of the point of supply, the presumption is that it was present at that point, unless the contrary is proved. And he didn't think Autolend had provided sufficient information to rebut this.

When Mr N noticed issues with the car, he wanted to understand the extent of the problem. Our investigator thought it reasonable that he didn't contact Autolend at that point. It was clear he believed this to be a quick and routine fix. Unfortunately, it was not.

Our investigator accepted that it's likely the dealership could've mitigated the costs – e.g. tested the tyres and seen which needed replacing. However, he felt that by then Mr N was

left with little option but to have repairs carried out himself. Further, the absence of a direct recommendation to replace all four tyres does not mean that the fault was unrelated to them – it simply means the assessor suggested further steps to isolate the cause. And the fact that replacing all four tyres resolved the issue, is sufficient evidence that the tyres were the cause of the fault.

### **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 agree with the conclusions reached by our investigator, and for the same reasons he gave. I'm persuaded by Mr N's testimony that the problem was there from the beginning. In any event, it was reported within six months, so the onus was on Autolend to rebut this, but it hasn't done so. I accept Mr N had work carried out, but this was after Autolend refused to assist him – so I think it was entirely reasonable for him to have done so. Further, I think an issue like this is sufficiently significant that it meant the car wasn't of satisfactory quality at the point of sale.

I'm also satisfied that this had caused Mr N distress and inconvenience, as he's had to resolve everything himself. I think £250 compensation is reasonable to address this.

Finally, I note that our investigator said any adverse information stemming from this issue should be removed from Mr N's credit file. I do not agree. First, I'm not aware there is any adverse information. But ultimately, Mr N still needed to make his repayments. Removing information would only typically be done if an agreement was rescinded – and that hasn't happened here.

### **Putting things right**

To put things right, Autolend should:

- refund Mr N the cost of the tyre replacements, adding 8% simple interest a year, from the date of payment to the date of settlement;
- refund 10% of his monthly repayments from the time he entered into the agreement, until the date the tyres were replaced, adding 8% simple interest a year, from the date of each repayment to the date of settlement, to reflect the lack of enjoyment of the car;
- refund the cost of the vehicle health check, adding 8% simple interest a year, from the date of payment to the date of settlement; and
- pay Mr N £250 compensation in respect of the distress and inconvenience he's suffered.

### **My final decision**

It's my final decision to uphold this complaint. I require Lendable Ltd trading as Autolend to take the actions set out above, in the section entitled 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 9 June 2025.

Elsbeth Wood  
**Ombudsman**