

## **The complaint**

Mr G is unhappy that a car supplied to him under a hire purchase agreement with Lendable Ltd trading as Autolend (“Autolend”) was of an unsatisfactory quality.

When I refer to what Mr G said and what Autolend said, it should also be taken to include things said on their behalf.

## **What happened**

On 17 March 2025, Mr G signed a hire purchase agreement with Autolend for the supply of a used car. The cash price of the car was £8,695 and the agreement was for 59 monthly payments of £302, followed by a final payment of £348.66 plus an option to purchase fee. The car was supplied to Mr G on 20 March and at that time, it was around 10 years old and had done over 86,000 miles.

Mr G contacted the dealership on 26 March to say that, within two days, the car had warning lights on the dashboard and it had gone into limp mode. The dealership arranged to collect and repair the car, during which time it provided Mr G with a courtesy car. On 2 April, the dealership confirmed the car had been repaired and would be delivered back to Mr G.

Mr G complained that he didn’t feel confident that the car would be reliable and he asked to reject the car. He referred to his 14 days cooling off period.

On 15 April 2025, Autolend issued its final response to Mr G’s complaint. It upheld his complaint in part because it recognised that Mr G had been without a working car for a few days from when he experienced the fault to the day a courtesy car was provided. Autolend offered £100 to cover the payments for those days, plus a rounding up amount.

Mr G didn’t think this was enough and he mentioned further financial losses he’d experienced as a result of being without the car for a week. He brought his complaint to us.

Our investigator didn’t think Autolend needed to take any action in respect of Mr G’s complaint. He said that while there had been a fault with the car, a repair was completed which Mr G agreed had resolved matters. Our investigator said that Mr G hadn’t provided any evidence of financial loss and he thought Autolend had paid a fair and reasonable sum in recognition of the days Mr G was without use of a car.

Mr G didn’t agree. He said he was pressured into letting the dealership repair the car, which he said is evidenced in phone calls, so he doesn’t think he was treated fairly. Because Mr G didn’t agree with our investigator, 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.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr G entered into with Autolend. Under this agreement, there is an implied term that the goods supplied

will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

So, if I thought the car was faulty when Mr G 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 this right.

To begin with, I have noted that Mr G said the car developed further faults since those described above. To be clear, my decision is only about the first repairs carried out in March 2025 and which Autolend addressed in its April 2025 final decision letter. I make no finding here in respect of the subsequent complaint Mr G made to Autolend. That will be dealt with as a separate complaint by Autolend in the first instance.

#### Undisputed Fault

In this instance, it's not disputed there was a problem with the car, nor that this fault was present when the car was supplied to Mr G. As such, I'm satisfied that I don't need to consider the merits of this issue within my decision. Instead, I'll focus on what I think Autolend should do to put things right.

#### Single Chance at Repair

Section 24(5) of the CRA says "a consumer who has ... the right to reject may only exercise [this] and may only do so in one of these situations – (a) after one repair or replacement, the goods do not conform to contract." This is known as the single chance of repair. The CRA is clear that, if the single chance at repair fails, then the customer has the right of rejection.

Here, the evidence suggests that both Mr G and Autolend agree that the repair was completed, promptly, and the car was returned in a working condition. Therefore, under the CRA, Mr G does not have an automatic right to reject the car.

Mr G was without a working car from 22 March 2025 until 28 March 2025 when Autolend provided a courtesy car. In the circumstances, I think fair redress for this would be a refund of the payment made for the seven days Mr G didn't have use of a car. Autolend already offered this to Mr G as a resolution to his complaint, and its offer included an uplift of £37.30 to bring the total payment to £100. As this payment is slightly more than I would have required, I'm satisfied that it's a fair and reasonable offer.

Mr G has referred to further losses he incurred, such as repair costs. However, as those repairs relate to matters after Autolend issued its April 2025 response, I make no finding here.

Mr G also referred to his 14 days cooling off period. That's a right to withdraw from the hire purchase credit agreement and does not provide for withdrawal from the car purchase agreement.

I've thought carefully about Mr G's submission that he was pressured into allowing a repair for the first fault. He said if I listened to the phone call recordings I'd hear how worried he was, and how he tried to reject the car but Autolend pressured him into letting the dealership carry out a repair.

Autolend had already provided the call notes which our investigator took into consideration. And I think it was reasonable to rely on them as an accurate reflection of the conversation because in Mr G's email to Autolend on 2 April he indicated he was making his first direct request. The request was made after the repair had been completed.

Nevertheless, for completeness, I asked Autolend for the call recording. Having listened to it, I'm satisfied that Autolend's transcript of the call is complete and accurate. Mr G did not ask to reject the car. Indeed he explained that he had already arranged for the repair with the dealership and he simply asked for compensation. Autolend explained that a repair would be the best outcome, and Mr G agreed, but if it was not successful he could seek to reject the car. This suggests to me that Mr G did not call to reject the car but he was advised of his right to if the repair was unsuccessful. Autolend also said that if he provided evidence of lost wages it would consider that.

In summary, the evidence persuades me that the car had a fault at the time of supply, but I find that Autolend's offer to refund seven days' payment and uplift the refund to £100 was fair and reasonable in the circumstances. I see no reason to ask Autolend to do any more in respect of this complaint.

### **My final decision**

For the reasons explained, I don't uphold Mr G's complaint about Lendable Ltd trading as Autolend.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 February 2026.

Debra Vaughan  
**Ombudsman**