

The complaint

Ms A complains about the quality of a car she has been financing through an agreement with Lendable Ltd trading as Autolend.

What happened

Ms A took receipt of a used car in October 2024. She financed the deal through a hire purchase agreement with Autolend.

In March 2025 Ms A complained to Autolend. She said she'd received a warning message telling her to stop the car. Autolend asked for more information about the fault and on 4 April 2025 Ms A explained that repairs had been completed. Autolend didn't uphold Ms A's complaint. They didn't think they were responsible for the problems with the car as they explained they'd been denied an opportunity to assess the damage before repairs were completed.

Ms A referred her complaint to this service, and our investigator considered the evidence. She noted Ms A had provided a receipt for a

radiator for her car but not a job sheet to explain how the radiator leak had happened. She didn't think there was sufficient information to suggest Autolend were liable for the damage.

As Ms A disagreed, her complaint has been referred to me, an ombudsman, to make a 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 agree with the investigator's view of this complaint and for broadly the same reasons. 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.

Ms A acquired her car under a hire purchase agreement, which is a regulated consumer credit agreement. This means our service is able to consider complaints about it. Under the Consumer Rights Act (2015), the car must have been of satisfactory quality when supplied. Given the car was three and a half years old and appears to have completed in the region of 40,000 miles, a reasonable person would expect signs of wear and tear. The legislation requires us to assess whether the car's condition at the time of supply met reasonable expectations for a vehicle of that age, mileage, and price. If it didn't then Autolend, who are also the supplier of the car, are responsible.

I don't think I have sufficient evidence to suggest the radiator was faulty when the car was supplied to Ms A, the point at which Autolend were responsible for its quality. A leaking radiator can occur for a variety of reasons. It can, for instance, be due to damage incurred in a collision or when it is hit with something. Autolend were denied the opportunity to assess the damage and as such I don't think it would be fair to ask them to pay for the repair Ms A had completed. I think it's more likely than not that the damage occurred due to normal wear and tear given the age and mileage that had been completed.

Ms A also provided a copy of a cosmetic assessment report. It's unclear if this is work she was claiming for but I think it's unlikely the car would have been provided in that condition. The damage to the left hand side of the vehicle seems extensive and I think it more likely than not that this sort of damage occurred after Ms A took possession of the car. It would not be Autolend's responsibility to repair.

I don't think Autolend were therefore unreasonable to reject Ms A's complaint and I'm not asking them to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 29 December 2025.

Phillip McMahon
Ombudsman