

The complaint

Mr O complains about the quality of a used car supplied to him by Lendable Ltd trading as Autolend (“Autolend”).

What happened

Mr O acquired a used car from Autolend through a hire purchase agreement in December 2024. The car was around seven years old and whilst the agreement suggested it had covered 99,000 miles, an MOT carried out around the point of supply noted a little over 103,000 miles which feels more likely to be accurate.

Fairly quickly after supply Mr O raised some concerns. He said there was a knocking noise from the back of the car, and over the following weeks said he noticed an intermittent power loss. He raised these concerns with Autolend who instructed an independent engineer to inspect the car. This inspection occurred in February 2025, at a mileage of just over 104,000 miles.

The engineer’s report said that the knocking noise was noted intermittently from the rear suspension particularly on uneven road surfaces, but that there was no fault, it was simply suspension wear and tear and in line with expectations for a car of this age and mileage.

They found no issues with engine performance/power delivery or transmission operation when road testing the car, but said a diagnostic scan confirmed a fault code regarding an intermittent traction control fault. They listed some possible causes for this fault, such as low battery voltage, issues with wheel speed sensors, or possible loose wiring/connections.

They said that as the fault wasn’t present when the car was examined, it was possible it had been triggered by a temporary voltage drop, or an intermittent sensor issue. But in their opinion, there was insufficient evidence to confirm there was any active fault.

The report also noted the brakes were worn but legal still, which was a simple maintenance issue, and while the engineer confirmed some bodywork repairs had been carried out previously, they felt they were consistent with a vehicle of this age and mileage, and there were no structural or roadworthiness issues.

Overall, they concluded that the car was of satisfactory quality when supplied but just recommended further investigation regarding the traction control issue to fully diagnose any issue.

On the back of this report, Autolend didn’t uphold Mr O’s complaint. They issued their final response letter (FRL) to him, saying they were satisfied any issues occurring were wear and tear and didn’t make the vehicle of unsatisfactory quality. Mr O didn’t agree and brought his complaint to our service to be reviewed.

An investigator here investigated it and felt it should be upheld. They said that a reasonable person wouldn’t have expected the issues to have arisen so quickly after supply, and that the Consumer Rights Act 2015 states that a consumer should be able to expect to be able to

use the car fault free for a reasonable period of time, and they didn't think this had happened.

Mr O agreed with this, but Autolend didn't and asked for an Ombudsman to make a final decision. They said that the findings in the independent engineer report concluded the car was of satisfactory quality when supplied, and they felt this was stronger evidence and the issues were "wear and tear" issues for a car of this age and mileage. The case has come to me for a final decision.

I issued a provisional decision on the case on 27 November 2025 as follows:

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've reached different conclusions to the investigator, as I feel they've misinterpreted the Consumer Rights Act 2015. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr O was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Autolend are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Autolend can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr O to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr O 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.

I think the confusion here comes from the use of the word "fault". A fault in the context of the CRA is something which makes the car of unsatisfactory quality. So, where the investigator has talked about a consumer being able to use the car "fault free" for a reasonable period of time, they've said that the issues with the car which have presented in the first month are "faults". But I don't agree that these are faults which make the car of unsatisfactory quality.

I agree with the independent engineer's report, which identifies the issues complained about, and explains why for a car of this age and mileage, they aren't issues which make the car of unsatisfactory quality under the CRA. When a car has covered over 100,000 miles at the point of supply, it's likely that maintenance issues will present fairly quickly, as many of the

parts are going to be wearing out due to the mileage already covered. This is maintenance to be expected on a car of this age and mileage and doesn't make the car of unsatisfactory quality.

For example, the suspension on a car that has covered over 100,000 miles is likely to have parts which have begun to wear out and need replacing. Precisely when this happens during a consumer's ownership of the car is not relevant to whether a car was of satisfactory quality when supplied under the CRA. If it's noticed after a week, or after a year, having to maintain and deal with these sorts of issues is part of owning a car of this age and mileage, so it doesn't make the car of unsatisfactory quality, in the context of the CRA.

For the reported power loss, the engineer has confirmed this wasn't present when they tested the car, but they can see a stored fault code that likely relates to it. The probable reasons they've explained for the fault code and the intermittent nature of the issue are plausible, and don't suggest that it's likely to be a significant issue which impacts on the satisfactory quality of the car.

Again, I'm not persuaded that this makes the car of unsatisfactory quality by the definitions of the CRA. An intermittent issue seems to have been present at least once, which the engineer has said is likely caused by something like a sensor fault or a voltage issue, which are likely to be a simple maintenance fix to a sensor or perhaps battery. No suggestion has been made by either party (or evidence provided) that anything more significant has gone wrong, and as such, for a car of this age and mileage, I'm not persuaded this issue as evidenced makes the car of unsatisfactory quality.

Finally, the engineer has commented on the brakes being worn close to legal limits, and the bodywork repairs. Both issues are what I would describe as "sold as seen". Brake pads and discs are maintenance on all cars and are legal still after Mr O has covered several hundred miles since the car was supplied, so would form part of his expected ongoing maintenance required. If he felt they were worn close to the limit when the car was supplied, it would fall upon him to query this and negotiate about it when acquiring the car, but they don't make the car of unsatisfactory quality.

The bodywork is very much "sold as seen". Any repairs would be visible when choosing to acquire the car, and the engineer has confirmed that they are structurally sound, and of an expected standard for a car of this age and mileage. This doesn't make the car of unsatisfactory quality.

I'm sorry that this won't be the answer Mr O is hoping for, and sorry that it's different to the answer originally provided by the Investigator here. But I'm satisfied that the answer he was given in his FRL by Autolend was fair when they didn't uphold his complaint, so at this stage, I don't intend to ask them to do anything more.

My provisional decision

At this stage, I don't intend to uphold this complaint. I'll read and consider anything further that the parties want to send by the deadline set out at the beginning of this letter.

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.

Autolend accepted the provisional decision, and Mr O didn't, and has sent me his reasons

why. I'll answer these below. I'd also remind him that our service is intended to offer quick and informal dispute resolution, so where he's said I am not quoting relevant case law, I don't intend to do that, that isn't how our service approaches dispute resolution. Relevant law is considered, but we are designed to offer quick and informal answers, not to quote case law to back up our interpretations of the relevant law.

His first point was regarding his short term right to reject within 30 days, and he makes this point more than once. I haven't said he doesn't have a short term right to reject, but that right still requires the car to be of unsatisfactory quality, and as I've explained, I'm not persuaded that it is. The independent engineer hasn't found issues of unsatisfactory quality, and as the expert mechanic involved, I am satisfied that the points and description given is sound, and that means the car wasn't of unsatisfactory quality when supplied.

Mr O has also highlighted that the burden of proof in the first six months falls on the business, which I agree with. They've arranged an independent inspection, and I'm satisfied that the results of that inspection confirm the car was of satisfactory quality.

The car was seven years old and had covered over 100,000 miles when supplied. As I said, in the CRA, age and condition of the car when supplied are relevant considerations to decide what is satisfactory quality or not.

Mr O has quoted lots of example case law and parts of the CRA which he feels mean the case should be upheld. But all of them rely on one thing I don't agree with, that the car had a fault, as defined by the CRA, making the car of unsatisfactory quality. I'm not persuaded that the issues the car is exhibiting are satisfactory quality issues under the CRA.

Mr O has also suggested that the traction control issue makes the car unsafe, which by definition makes it of unsatisfactory quality, but I'm not persuaded by this argument. I've seen no evidence that the issue makes the car unsafe and am not persuaded that it is unsafe. He's also said that intermittent faults are still faults and quoted case law, but as I've said, I'm not persuaded the intermittent issue is a "fault". It's most likely to be a minor maintenance issue as explained by the independent engineer who inspected the car.

Mr O also queried my use of the phrase "sold as seen" which he said doesn't apply to a hire purchase agreement. Whilst I agree it isn't a phrase which can be included in a hire purchase agreement and relied upon in place of the goods being of satisfactory quality, this isn't what I meant. I merely meant that for a car of 100,000 miles at purchase, the bodywork can be expected to have suffered some repairs which can be inspected by the buyer before agreeing to buy, and similarly, the brake pads and discs only need to be road legal, and if the buyer wanted to ensure they were newer or had less wear, it would fall on them to inspect them before agreeing to enter the agreement. I've seen no evidence they weren't road legal, so this doesn't change my mind.

Finally, Mr O has said the original investigator outcome was right and followed the law correctly, and my outcome is wrong, misapplies the CRA, ignores the timing of the faults and hasn't been justified via new evidence. I'm sorry that I've had to change the original answer provided, but I'm satisfied that my answer is correct, and I won't be changing it from the provisional decision I issued. My interpretation of the evidence already supplied is that the case shouldn't be upheld, so it doesn't require new evidence for me to change the outcome.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or

reject my decision before 8 January 2026.

Paul Cronin
Ombudsman