

The complaint

Mr P complains that Lendable Ltd trading as Autolend wouldn't allow him to change the car being financed, were unreasonable to change the amount to be paid each month and made it difficult to understand the way in which his account was being managed. He's also upset that they asked him to start payments before he had the car.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr P took receipt of a car in December 2024. He financed the deal through a hire purchase agreement with Autolend. He subsequently complained that:

- They wouldn't allow him to change the car being financed on the agreement without a new application.
- They were operating differently than other finance providers and adding arrears to new monthly instalments which he said made it difficult to understand what was going on.
- That they had started the agreement on 30 December 2024 but that he didn't take receipt of the car until 17 January 2025.

Mr P referred his complaint to this service when he was dissatisfied with Autolend's response but when our investigator didn't think Autolend had done anything wrong Mr P asked for a decision by an ombudsman.

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.

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.

Mr P acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

Were Autolend unreasonable not to allow a change to the car being financed?

I do not consider it unreasonable that the business did not allow Mr P to simply change the vehicle financed under the existing hire purchase agreement without completing a fresh application. A hire purchase agreement is a contract for the supply and financing of a specific, identified vehicle, assessed for credit and risk at the outset. There is no general contractual or regulatory obligation on a finance provider to substitute the goods mid agreement at the consumer's request.

The operation of the agreement

Under a hire purchase agreement the contractual obligation is to repay the total amount payable by the end of the term, inclusive of interest. Where an instalment is missed or paid late it must be recovered in some way over the remaining term. It is therefore common, and generally permissible, for a lender to re-amortise the balance across the remaining instalments so that the agreement still ends on the original contract date. An alternative would have been to leave the instalments unchanged and carry the missed amount as arrears, but this is a matter of commercial choice rather than fairness provided the outcome is transparent and contractually allowed and I think the contract did allow it. The contract that Mr P agreed to, said:

Late payment interest

If you fail to pay any sum due under this agreement on time, we may charge daily interest on that sum at the fixed rate of interest, as stated above from the due date of payment up until the actual date of payment (both before and after any court judgment that we may obtain).

Missing payments

Missing payments means the total cost of the debt could grow."

I don't therefore think that Autolend were unreasonable to seek to recover the arrears in the way that they did or to charge interest for late payment.

The start of the agreement

I am not persuaded it was unfair or unreasonable for the business to treat the hire purchase agreement as having commenced on the date funds were advanced, rather than when Mr P collected the car. The delay in collection arose because Mr P asked the dealer to carry out a goodwill repair to a windscreen chip that was road legal, not adversely affecting the driver's view, and recorded only as an MOT advisory. There is no evidence the vehicle was of unsatisfactory quality or that the business was obliged to defer the delivery or funding as a result. Mr P ultimately accepted the vehicle in that condition, including with some body work damage. Had similar remedial work being undertaken at any later point during the agreement I would not have expected the business to suspend or amend interest or instalments, I see no fair basis to take a different approach simply because the work took place before collection. In these circumstances, and noting that the agreement proceeded in line with its contractual terms, I am satisfied the business did not act unreasonably by running the hire purchase agreement from the funding date, and I do not uphold this aspect of the complaint.

Overall, I've found no reason to ask Autolend to take any further 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 Mr P to accept or reject my decision before 19 February 2026.

Phillip McMahon
Ombudsman