

The complaint

Mrs H complains about a car supplied under a hire purchase agreement, provided by Lendable Ltd trading as Autolend.

What happened

Around June 2025 Mrs H acquired a used car under a hire purchase agreement with Autolend. The car is listed with a cash price of £10,500. Mrs H paid a deposit of £800. The car was approaching nine years old and had covered around 89,000 miles.

Mrs H says when she test drove the car there was a warning for an ABS light. She said the dealer told her this would be repaired before she collected the car. But she said this reappeared within 15 minutes of later picking it up. The car was later returned to the dealer.

Mrs H then said she spoke to the broker and asked to reject the car. She complained to Autolend about the issue and said repairs were also required to wheel bearings as well as brake discs and pads. And Mrs H said there was an issue with taxing the car, as she wasn't provided with a new keeper slip.

Autolend issued a final response at the end of August 2025. This said, in summary, that the broker had confirmed Mrs H had agreed for a repair to take place, and it said it had been confirmed the car had been repaired. They said because of this, Mrs H couldn't now reject the car. Autolend said it had credited Mrs H's account with one month's payment, £360.41, to reflect the inconvenience caused. And it said the dealer had agreed to sort out the car's tax when Mrs H collected it.

Mrs H remained unhappy with this and referred the complaint to our service. She said she should be able to reject the car and didn't want to get it.

Our investigator then issued a view and didn't uphold the complaint. In summary, he said as Mrs H agreed to have the car repaired, she didn't have the right to reject it. And he said he thought Autolend had done enough to put things right.

Mrs H replied and remained unhappy. She said she didn't understand why she couldn't reject the car. She said the ABS light had just been reset using a diagnostic tool before she collected it. And she said she was not taking the car back.

Mrs H later said she didn't agree to have any repairs carried out. And she said the dealer had the car back up for sale later in July 2025.

As Mrs H remained unhappy, 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.

Having done so, I do not think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I might not comment on every point raised or every single piece of evidence. I want to reassure Mrs H and Autolend that I've carefully considered all of the available information. But, I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Autolend here – needed to make sure the goods were of 'satisfactory quality'.

In this case, it isn't in dispute that the goods were not of satisfactory quality and Autolend has accepted the car had the faults that Mrs H described. So, I don't need to go into any detail about this and instead will focus my decision on whether what Autolend did to settle the complaint was reasonable.

I think it's safe to say the crux of this complaint is whether Mrs H should have been, or should now, be able to reject the car.

The CRA sets out that if the car did not 'conform to the contract', or in other words was not of satisfactory quality, within 30 days beginning the day after it was delivered, then Mrs H would've had the 'short term right to reject'. But I agree with our investigator that it wouldn't be reasonable for Mrs H to have agreed for the car to be repaired and *then* to be able to reject it under the circumstances of this case.

So, I think the key thing for me to decide in this case is whether Mrs H agreed to the repair or not. I've had in mind after the investigator issued their view not upholding the complaint that Mrs H said she never authorised the dealer to repair the car. I've carefully thought about this, along with the other information available.

I've considered what Mrs H told our service when she first referred her complaint. She said:

*"To then be told of them that because we asked for the repair we had no rights to cancel, which had it of been repaired before **we would not have had to contact them to get the repair done**, but as (broker) have said we have arranged repairs we lost the right to cancel the car, **but we would not have had to ask them** had it been completed before we purchased the car."* (emphasis added by myself)

Mrs H also provided a screenshot of what I believe are messages with the dealer. On 27 June 2025 Mrs H messaged and said:

"Morning, my loan place says that I need to contact you regarding the brakes every time I press them they're juddering and squealing"

The dealer replied the same day:

"Hi no worries at all get it brought in next week and I'll get it sorted"

Mrs H replied:

"Okie dokie thanks"

On 4 July 2025 Mrs H asked :

“Do you have any info on the car?”

Mrs H told our service the dealer was then ignoring her. But I can see Mrs H blocked the dealer from messaging her the next day on 5 July 2025.

I've thought very carefully about this. But I think on balance it's most likely Mrs H *did* agree for the car to be repaired.

There is something of a lack of evidence here, but Autolend said it had confirmed repairs had been carried out a short time after it was returned. And I haven't seen any evidence to contradict this.

So, it follows I'm satisfied it's most likely the repair met Mrs H's rights under the CRA and so she does not have the right to reject the car.

Mrs H didn't have access to the car while it was being repaired. And I think she likely suffered some distress and inconvenience because of what happened. But, I find the fact Autolend already paid her £360.41 is enough to put things right.

I want to reassure Mrs H that I've carefully considered everything else she said. And I've thought about the fact she explained the car was for sale again at the dealers in July 2025. However, I can only look at what Autolend did here, not the dealer. And I do think this also might add weight to the fact a repair had taken place.

I've also considered the difficulties Mrs H has mentioned with now collecting the car, including its location and tax status. But Autolend has explained it is aware of where the car is and is happy the tax and documents can all be sorted out for Mrs H. So, this doesn't change my opinion.

Having thought about all of the information, I do not think this complaint should be upheld.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 10 April 2026.

John Bower
Ombudsman