

The complaint

Mr S, who has been represented by his wife Mrs S, complains that Lendable Ltd refused to let him reject a faulty car. As Mr S is the eligible complainant, for the sake of simplicity I will refer to him alone in this decision.

What happened

In February 2025 Mr S bought a second-hand car at a cost of £20,000. It was some nine years old and had covered 86,544 miles. It was funded with a deposit of £2,500 and the balance with a hire purchase agreement with Lendable.

Very shortly after acquisition an EML came on and the dealer sent a mechanic who spent some one hour 45 minutes on the car and said he had replaced three parts. Mr S was sceptical of his claim. The following day the EML came on again and the dealer asked that Mr S obtain a diagnostic report for which it would pay. This showed an issue with a sensor which the dealer said it had changed. However, the EML came on again and the car was taken to another garage which noted the sensor had not been changed. Mr S has also explained that he had to replace two tyres within a few days of acquisition.

Mr S contacted Lendable and it upheld his complaint in part. It offered to cover the cost of the diagnostic, the sensor replacement and £75 for the distress and inconvenience Mr S had suffered.

It did not uphold other elements of Mr S' claim. These were the cambelt replacement, the tyres, no service or valeting being carried out and no full fuel tank being provided as promised.

Mr S brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She didn't consider there was sufficient evidence to show the car had an inherent fault and its condition was consistent with normal wear and tear for a car of its age.

Mr S didn't agree and said the fact the EML came on so soon after the point of sale indicated the car had an inherent fault. Nor did he think the repairs negated his claim that the car had an inherent fault. He believed the issue with the EML was not simply a matter of wear and tear. He considered the tyres should have been replaced prior to sale by the dealer given the poor state they were in and it should have also dealt with the cambelt. Finally, he said that he had been told the car would be valeted and the failure to do so meant the car was not sold as agreed.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have

happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr S and Lendable that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this. I would add that my powers only extend to a complaint against Lendable and not the dealer.

Having considered the evidence put forward by both parties I do not consider I can uphold this complaint. I will explain why.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Mr S entered a credit agreement for a vehicle and it turns out something he was told about the agreement by the credit broker, which induced him into entering the contract, was false, the lender can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr S was second hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

It is not disputed that there were issues with the car which arose shortly after purchase. I need to be satisfied that these were such that they made the car of an unsatisfactory quality. This was a nine year old car which had covered over 86,000 miles and so it is reasonable to expect a significant degree of wear and tear. The EML came on within a few days and while this was not properly addressed by the dealer I understand it has been resolved and so I do not consider it reasonable for the car to be rejected based on this issue.

The cambelt was due to be replaced in the period after the point of sale as recommended by the manufacturer. This is a wear and tear item and while it could have been replaced by the dealer it was not under an obligation to do so.

Similarly with the tyres which were very low and were mentioned as an advisory on the MOT when the car had covered 86,406 miles. This shows the tyres were legal and the dealer was not under an obligation to replace them at the point of sale. The advert and the pre-sale checklist do not imply they had been replaced. Nor have I seen anything which suggests the car would come with a service or a full tank of fuel or a valet. The pre-sale check refers to an oil service and I have seen nothing which indicates this was not carried out.

It is regrettable that Mr S has had to incur expenditure on the car after purchasing it, but such costs are not unusual for a car of this age. I appreciate Mr S found this frustrating and disappointing, but I cannot safely conclude the evidence is such that I can say the car was

not of satisfactory quality given its age and mileage.

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 Mr S to accept or reject my decision before 19 May 2026.

Ivor Graham
Ombudsman