

The complaint

Mr N is unhappy that a car supplied to him under a hire purchase agreement with Lendable Ltd trading as Autolend was of an unsatisfactory quality.

What happened

On 11 October 2024, Mr N was supplied with a used car through a hire purchase agreement with Autolend. He paid an advance payment of £144, and the agreement was for £10,095 over 60 months; with 59 monthly payments of £351.56 and a final payment of £358.43. At the time of supply, the car was almost eight years old and had done 75,451 miles (according to the MOT record for 1 October 2024).

In December 2024, Mr N complained to the dealership that he was having problems with the car. The dealership changed the oil, filter, and a tyre at no cost to Mr N. Mr N became aware there were two outstanding manufacturer recalls on the car, and he took it to a main dealership for the recall work to be done.

The main dealer inspected the car, and they found a headlight bulb wasn't working, the brake pads and discs were worn, three tyres had a tread depth of between 4.5mm and 4.7mm (the legal minimum is 1.6mm), a tyre pressure sensor wasn't working, and some of the wheel nuts had damage or the caps were missing. They quoted £1,206.13 to complete all the repairs. At the time of this inspection, the car had done around 84,000 miles – around 8,500 miles since being supplied to Mr N.

Mr N complained to Autolend on 28 February 2025, and, on 17 March 2025, he advised them the car had excessive corrosion. Autolend didn't uphold the complaint, as they considered the issues with the car to be age related wear and tear. So, he brought the matter to the Financial Ombudsman Service for investigation.

While our investigator agreed there were issues with the car, they also felt these were related to wear and tear, and they didn't make the car of an unsatisfactory quality at the point of supply. The investigator said that items raised by the main dealer, for example the tyres, were advisory items relating to serviceable parts that were wearing as expected and didn't relate to issues that required immediate rectification.

Finally, the investigator said that the outstanding recalls didn't relate to anything that would require Mr N to stop driving the car until these had been dealt with, nor was there any evidence of any actual faults with the car relating to these recalls – they were merely precautionary. So, the recalls also didn't make the car of an unsatisfactory quality, and Autolend didn't need to take any further action.

Autolend agreed with the investigator's opinion, but Mr N didn't. He said the car was excessively corroded for its age and mileage and he provided invoices and quotes for suspension repairs. The investigator didn't think this changed their opinion, so Mr N asked for the matter to be passed to an ombudsman 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've reached the same overall conclusions as the investigator, and for broadly the same reasons. 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, my decision will be based on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

My role is to decide what's fair and reasonable 'in the round', in line with our service's remit. When considering matters, 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. When reaching a decision on what's a fair way to resolve this complaint, I don't have to reach the same view as, for example, a court might reach when considering a breach of contract or misrepresentation.

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

Mr N experienced problems with the car within the first six months of supply, so, as stated above, the issues with the car are considered to have been present at the point of supply, unless there is evidence to show otherwise. The dealership changed the oil, filter, and a tyre in December 2024, so I'm satisfied these issues were present at supply, and the December 2024 work would class as the single chance of repair allowed by the CRA.

Turning to the main dealer health check, this confirmed that three tyres were 55% worn (but still well above the legal limit), the brake pads were 40% worn, and there was some slight damage to some of the wheel nuts, with chrome caps missing. I consider these to be advisory items – a potential issue had been identified, but this is not something that would require immediate attention, nor would it make the car of an unsatisfactory quality. What's more, tyres and brakes are serviceable items that would be expected to wear with use, and Mr N had travelled around 8,500 miles between supply and the health check, so additional wear on these items would be expected.

The health check also identified three issues that needed immediate attention – a headlight bulb wasn't working, brake discs had worn to below the legal limit, and a tyre pressure sensor wasn't working. In the make and model of car supplied to Mr N, a failed tyre pressure sensor would result in a dashboard warning light.

The car supplied to Mr N failed an MOT on 26 September 2024 due to issues with a non-working headlight, and it had an advisory for a worn brake disc. The car then passed an MOT on 1 October 2024 with no advisories. This shows me that the necessary work identified by the 26 September 2024 MOT, including the advisories, had been done. The MOT regulations at the time also meant that any dashboard warning light would be an immediate fail. The mileage at the time of this MOT was the exact same mileage when the car was provided to Mr N, so I'm satisfied the car wasn't used in the few days between the MOT pass and supply.

Based on this, I'm satisfied there were no issues with the headlights, brakes, or tyre pressure sensors when the car was supplied to Mr N, and he didn't complain of these issues when the car was seen by the dealership in December 2024 for the oil, filter, and tyre change. As such, I'm satisfied that the non-advisory issues detailed in the main dealer health check were not present when the car was supplied to Mr N, and they developed afterwards.

I'm therefore satisfied that the issues identified by the health check didn't make the car of an unsatisfactory quality at the point of supply.

Mr N has also raised the issue of excessive corrosion on the car and has supplied photos to support there is corrosion present. He's also provided invoices and quotes for suspension repairs which show the car had done 107,710 miles on 30 January 2026 – 32,259 miles in the 16-months since being supplied to Mr N. Further quotes dated 10 March 2026 record the car had done 111,412 miles, meaning it had done 3,702 miles in the five weeks between these invoices/quotes. I'm therefore satisfied the car is doing substantially more than what would be considered average mileage.

Mr N has provided a report from an independent garage which says *“the overall condition and level of wear observed is significantly higher than expected for a car of this age ... the appearance and mechanical condition is more consistent with a 15-20 year old vehicle ... the level of corrosion underneath is greater than typically expected for a vehicle of this age.”*

While an unused car will still corrode, corrosion on a car is typically linked to mileage rather than age, as usage in different weather conditions, as well as the presence of road salt and other debris, can cause an accelerated corrosion. Excessive corrosion is also something that's checked on an MOT and, as I've said, when the car passed an MOT on 1 October 2024, it did so with no advisories. So, it's reasonable for me to conclude there was no excessive corrosion at the time.

I've also looked at the MOT record for 29 September 2025, when the car had done 98,102 miles – 22,651 miles since the previous MOT. There was an advisory for a corroded front coil spring, but no other corrosion was mentioned.

The report from the independent garage says that the car is excessively corroded for its age but makes no reference to the corrosion being excessive for its mileage. And the mileage at the time is more typical of a car substantially older than the actual age of the car. The MOT record shows that the average mileage the car has done has roughly doubled while it has been in Mr N's possession. This is also substantially more than the 10,000 miles a year allowable under the agreement with Autolend.

What's more, the vehicle health check Mr N had carried out in February 2025 has made no reference to the car having excessive corrosion. As this was a full health check by a main dealer, had the car been excessively corroded at the time, I would've expected this to have been noted.

As such, and while I appreciate this will come as a disappointment to Mr N, I'm satisfied that the excessive corrosion the car is currently suffering from, as well as issues such as the need to replace the turbocharger, is linked to the mileage the car has done since being supplied, and wasn't present at the point of supply - this is a general wear and tear issue, and not something that made the car of an unsatisfactory quality when it was supplied. So, I won't be asking Autolend to do anything more.

My final decision

For the reasons explained, I don't uphold Mr N's complaint about Lendable Ltd trading as Autolend.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 21 May 2026.

Andrew Burford
Ombudsman