

The complaint

Mr N complains that a car that was supplied to him under a hire purchase agreement with Oodle Financial Services Limited, trading as Oodle Car Finance, wasn't of satisfactory quality.

What happened

The details of this complaint are well known to both parties and have been set out by the investigator so I won't repeat them again here. Instead I'll focus on giving the reasons for my decision.

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 agree with the conclusions reached by the investigator for these reasons:

- a used car was supplied to Mr N under a hire purchase agreement with Oodle Car Finance that he electronically signed in February 2019;
- Oodle Car Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality at that time - whether or not it was of satisfactory quality will depend on a number of factors, including the age and mileage of the car and the price that was paid for it;
- satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will also depend on a number of factors;
- the car that was supplied to Mr N was about six years old, had been driven for 105,401 miles and had a price of £8,079;
- Mr N complained to Oodle Car Finance in August 2020 that the car had been supplied to him with an outstanding safety recall and that there was an issue with the instrument panel;
- it investigated his concerns and found that a campaign had been issued by the manufacturer in February 2018 for a heater element, but it wasn't a safety recall, and said that it would arrange for the required work to be completed at a manufacturer's dealer – it said that although the car was driveable it would arrange for the car to be collected, and would contribute towards the cost of a hire car;
- it also said that the dealer had repaired the instrument panel but as Mr N wasn't satisfied with its response, it arranged for the car to be inspected by an independent expert in September 2020;
- the inspection report recorded the car's mileage as 127,198, and said:

“In conclusion, there was no plausible evidence presented at the time of the inspection to suggest that the vehicle was not fit for its intended purpose of

daily use on the public highway, with the current symptoms, in our opinion, being the direct result of an electrical issue which can occur suddenly and without warning.

Taking into account the time that has elapsed in conjunction with the vehicles overall physical condition, we are led to the conclusion that the vehicle was in a general condition consistent with the vehicles age and reported mileage at the point of sale in February 2019. We believe the current issue has developed after the point of purchase with the most likely cause being an electrical issues which can appear suddenly and without warning”.

- Mr N complained to this service but our investigator was unable to conclude that the car was of unsatisfactory quality when it was supplied to Mr N and that he couldn't reasonably say that Oodle Car Finance had done anything wrong in this situation;
- it's clear that Mr N feels very strongly that there's a fault with the car's instrument panel and that the car was supplied to him with an outstanding safety recall – he's stopped using the car and says that he wants to return it to the dealer for a refund;
- I sympathise with Mr N for the issues that he's had with the car and the difficulties that he's described, but I'm not persuaded that the outstanding recall about the heater was enough to cause the car not to have been of satisfactory quality when it was supplied to Mr N and I consider that Oodle Car Finance has acted fairly and reasonable in its response to that issue by the actions that it took relating to the recall;
- there are some issues with the instrument panel but the independent expert has concluded that the issues developed after the car was supplied to Mr N and that the car was fit for use;
- Mr N didn't complain to Oodle Car Finance about the issues with the instrument panel until August 2019, more than 18 months after the car was supplied to him and, at the time of the inspection in September 2019, he'd been able to drive more than 21,000 miles in the car;
- the car's MOT test history shows that it passed MOT tests in January 2019, January 2020 (with some advisories – but not relating to the instrument panel) and January 2021 - which shows that the car continues to be in a roadworthy condition;
- I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr N and I find that it wouldn't be fair or reasonable in these circumstances for me to require Oodle Car Finance to allow Mr N to reject the car, to pay for any further repairs to the car, to pay more compensation to Mr N or to take any other action in response to his complaint.

If Mr N is suffering financial difficulties, he should contact Oodle Car Finance about those difficulties. It's required to respond to any such difficulties positively and sympathetically.

My final decision

My decision is that I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 16 February 2021.

Jarrold Hastings
Ombudsman