

The complaint

Mr A is complaining about the quality of the car supplied to him by Oodle Financial Services Limited ("Oodle")

What happened

Mr A acquired a used car through a hire purchase agreement in July 2023. The car was around eight years old at the time it was supplied and had covered around 91,000 miles.

The car suffered several mechanical issues, and a number of repairs were required during the first few months. Then around May 2024, Mr A began to suffer some issues with the DPF filter needing cleaning, and in June 2024, he complained to Oodle about this, as well as having a second DPF filter clean carried out.

The second clean didn't appear to resolve the issues, and Oodle arranged for the car to be inspected by an independent engineer. This inspection happened in July 2024 and concluded that there was likely a turbo charger issue which was leading on to problems with the DPF system. The engineer noted that the car has covered approximately 10,000 miles in the year Mr A had owned it and said that this issue was not likely to have been present or developing at the point the car was supplied.

Oodle issued their final response letter (FRL) in August 2024 to Mr A's complaint and didn't uphold it. They said that they agreed with the engineer's report that these issues weren't present or developing at point of sale and were in fact fairly normal for this car around this age and mileage.

Unhappy with this response, Mr A brought his complaint to our service. An investigator investigated it and gave their opinion agreeing with Oodle and not upholding the complaint. The investigator said that the independent engineer report was persuasive, and they agreed that the issues were due to a reasonable level of wear and tear, so they wouldn't be asking Oodle to do anything further.

Mr A disagreed with this, saying it can't be OK for a car to have cost him as much for the repairs needed after 12 months as it had cost in finance payments, and that as the supplying dealership had gone out of business already, he felt they knew they wouldn't be responsible for any comeback about the quality of the car.

The case has come to me for a final 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'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, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint 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. Mr A 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, Oodle 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 Oodle can show otherwise. But where a fault is identified after the first six months, the CRA implies that it's for Mr A to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr A 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 Oodle to put this right.

Firstly, let me deal with the points Mr A has made when asking for the case to be sent for a final decision. He's unhappy about the costs of repairs being equivalent to the finance payments, suggesting this can't be fair. These aren't connected in any way I'm afraid. The cost of repairs is related to the age and mileage of the car, and the expected lifespan of parts.

The CRA says that a consumer has the right to expect parts of the car to last a reasonable time, and to be durable; this means not to wear out too soon. Not all cars will have parts that last as long without repairs, and different cars can have very different repair costs. This car model is a fairly prestige one, and with that, I'd expect repairs to cost more than they do with lots of other car models.

A reasonable time for parts to last is not defined by how long a consumer has had the car, but how old the car is, and what mileage it's covered. It can also be affected by the type of driving the car has been subject to, and whether it's been maintained correctly.

This car was eight years old when supplied and had covered around 91,000 miles at this time. It's difficult to know exactly what sort of driving the car may have been subject to before Mr A acquired it, and how good any previous owners were with adhering to maintenance requirements. These are issues involved in deciding whether a car of this age and mileage was of satisfactory quality when supplied, not what the monthly payments were, or the specific repair costs quoted.

Mr A has also said that he believes the supplying dealership knew it wasn't going to be responsible for these issues as it was going out of business. But the supplying dealership wouldn't be responsible anyway, as the car was supplied to Mr A by the finance company, Oodle. As such, it falls on Oodle to deal with the ongoing concerns of customers about the quality of the car, and any issues it may suffer.

The independent engineers report clearly states that it doesn't believe the issues with the turbo and DPF filter were present or developing at the time Mr A acquired the car. Oodle are not responsible for all future problems the car may have or repairs it may need. The CRA is the relevant legislation here, and it says that after six months, for the supplier Oodle to be responsible for repairs, Mr A would need to show that the issues with the car were present or developing at the time he acquired the car, and that they aren't wear and tear, which means they aren't just the end of lifespan of parts which wear out over time.

The independent engineer's report states that the engineer doesn't believe these problems with the turbo or DPF filter were present or likely to have been developing when the car was supplied twelve months previously to Mr A. In that twelve months, Mr A has covered around 10,000 miles, and I agree that it's very unlikely that these issues were present whilst Mr A was able to cover these miles.

Alongside this, I am also in agreement with the engineer that issues like these with the turbo and the DPF filter system are wear and tear on this type of car, of this age and mileage. The engineer's report says that they commonly see this kind of issue with the DPF system between 70,000 and 90,000 miles, so arguably it has lasted longer here having reached over 100,000 miles.

I'd certainly say that when buying this type of car, of this age and mileage, a quick search on the internet confirms this. Whilst it's not impossible for these parts to last longer, it very much depends on the type of driving and maintenance that the car has seen so far in its life, and 100,000 miles is a reasonable average expectation for the lifespan of both the DPF system and the turbo.

Particularly the DPF system lifespan is very much dependent on the type of driving which the car has done; so, lots of short city journeys don't give the system the chance to regenerate properly and will impact on its lifespan. When buying a car like this that has already covered 90,000 miles, this is always a risk, that the previous use of the car might not have helped the system regenerate, and it may need a repair or replacement reasonably soon.

The CRA talks about what a reasonable person would expect. I'm satisfied that a reasonable person, in circumstances like these, would say that the parts have lasted a reasonable amount of time from new, and now unfortunately, a year since Mr A has acquired the car, they have worn out and will need repairing/replacing.

The car is a prestige model, and as such, repairs can cost more than on other cars. I'm afraid this is the reality of owning this type of car, of this age and mileage.

Oodle aren't responsible for repairing these issues, as they weren't present or developing when the vehicle was supplied to Mr A, and they would class as wear and tear issues, where the parts have unfortunately reached the natural end of their lifespan. I'm sorry this has happened to Mr A, leaving him with significant repair bills, but I won't be asking Oodle to do any more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 June 2025.

Paul Cronin
Ombudsman