

The complaint

Mrs M complains about the quality of a car supplied by Oodle Financial Services Limited trading as Oodle Car Finance ("Oodle").

What happened

Mrs M has been represented in bringing this complaint by Mr M, but as the agreement is solely in her name, I will for simplicity just refer to Mrs M.

Mrs M acquired a car through a hire purchase agreement in May 2023 with Oodle. The car was around seven years old and had covered approximately 96,000 miles at the time of supply. She began having problems shortly after acquiring the car, which included some DPF filter issues, and a timing chain failure. The timing chain problems were repaired by the selling dealership it seems.

By November 2023, Mrs M told us she had a DPF clean and oil filter change, and then a further DPF filter clean in December 2023. Concerned by the issues, Mrs M booked an independent engineer to inspect the car in January 2024. The report confirmed the mileage was now a little over 103,000 miles.

The report concluded that there was an injector seal replacement needed which was normal wear and tear for a car of this age. It said none of the current symptoms were as a result of previous repairs, other than a missing bracket on the EGR valve, but this was a small repair, and wouldn't have influenced any other issues the car was suffering.

The report said that the DPF filter needed to be looked at by a specialist, to be cleaned as well as being regenerated, but confirmed this was routine maintenance for a car of this age, and not a failing or defect. It highlighted that the frequency with which the DPF needed cleaning or regenerating was very much dependent on the driving style of the owner, as well as the types of journeys being undertaken.

Finally, the report confirmed that as a high mileage and highly complex vehicle, it would be expected that this car will need a high degree of ongoing maintenance which Mrs M should be aware of and prepare for.

Mrs M complained to Oodle shortly after this report was undertaken, and they issued their final response letter (FRL) in February 2024, not upholding the complaint. They said the timing chain had been successfully repaired at no cost to Mrs M, and the engineers report had confirmed that the DPF filter issues were not present or developing at the point the car was supplied, and liability for repairs would lie with Mrs M. They also highlighted that no issues with an engine management light or any catastrophic engine failure were found by the independent engineer, and they'd seen no evidence to say this had happened.

Oodle also said that they were concerned that Mrs M had told them that in February 2024, since the independent engineer report, she'd had further issues and broken down, which she'd said may be linked to the timing chain problems from 2023. They said they were concerned that this indicated the car had continued to be used after the original engineer's

report, so they booked a further engineers report, but when it came to that date, Mrs M and the car were not present at the address, so they had no evidence about any further issues.

They finally said that following the engineers report highlighting the missing EGR valve bracket, the supplying dealership were happy to replace that bracket for Mrs M.

Unhappy with this response, Mrs M brought the complaint to our service immediately afterwards. An investigator here investigated the case and gave their opinion in May 2024 that the complaint shouldn't be upheld. By this time, Mrs M was highlighting further problems, but the investigator confirmed they could only answer what was originally complained about to Oodle.

They said that they agreed there were faults present with the car, but the problems with the DPF filter appeared to be due to a reasonable level of wear and tear and had only developed since the car was supplied, so they couldn't say the quality of the car was unsatisfactory when it was supplied.

Unhappy with this view, Mrs M asked for an Ombudsman to make a final decision. She said that she felt the engineers report hadn't picked up all the fault codes, and that the supplying dealership were withholding evidence, and £4000 was clearly not a quote for "wear and tear" issues.

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.

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. Mrs M was supplied with a vehicle under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to look into 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 of the car 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 Mrs M to show it was present when the car was supplied.

In this case, whilst Mrs M has talked about faults present from within the first six months, the only evidence we've seen is of the timing chain problems, which were repaired by the supplying dealership without being referred to the finance company. So, the first time we've seen a complaint to Oodle is outside of the first six months. This means that it falls to Mrs M

to prove that any faults were present or developing at the time the car was supplied.

I'm glad to see that Mrs M commissioned an independent engineer's report about the car around the time she complained. This provides an unbiased report about the car, and an engineer will usually understand the CRA, and what proof will be needed to show whether a fault was present or developing at the point of sale.

Firstly, the recommendation that a bracket needs replacing is a very small issue, which wouldn't mean the car was of unsatisfactory quality. But the engineer surmised that the bracket has probably not been replaced after the timing chain repair work carried out previously, so has recommended that the supplying dealership should replace it. I think this is fair. Whilst I don't think this issue makes the car unsatisfactory quality, I was glad to see Oodle agreed that they were happy to get it replaced as it was most likely missing following their previous repairs.

I also don't think this means those previous repairs have failed; it is a very minor issue, with a simple fix to replace it. And the engineer confirmed that it won't have caused any ongoing issues.

Unfortunately for Mrs M, the engineer was quite clear that based on the complaint they had made in January 2024 to Oodle, the issues they found would not have been present or developing at the point the car was supplied in May 2023. They explained the DPF system and filter was a wear and tear part, and my own understanding is that whilst this part can last over 100,000 miles, that depends on how well it's been maintained previously, and also the driving style and use of the previous owners, along with Mrs M. She's had the car for over 7,000 miles since supply, and I'm afraid it's most likely that this part is now reaching its end of life.

In a vehicle that's already covered over 100,000 miles, I can't say that this shows a fault that a reasonable person wouldn't expect to see for a car of this age and mileage. Mrs M has said that this can't be wear and tear because she's been quoted over £4,000 for repairs. I'm not sure exactly which repairs this refers to, but in a high spec car like this one, parts and repairs do cost considerably more than they sometimes do in other vehicles. And once the car reaches this age and mileage, I'm afraid that more maintenance can be required, which can be expensive.

However, the cost of maintenance doesn't define whether something is of satisfactory quality or not under the CRA. For the vehicle to not be of satisfactory quality, under the CRA, something would need to be wrong/have failed that a reasonable person wouldn't expect to happen based on the age and mileage of the car. As I've already said, in this instance, I think a reasonable person would say this was expected levels of wear and tear and doesn't make the car of unsatisfactory quality when supplied.

I'm unclear whether Mrs M has suffered with further faults/issues with the car since bringing this complaint to our service. If she has, she can complain about those issues separately to Oodle, and if she doesn't agree with their answer to that complaint, she will be welcome to bring those different issues back to our service to investigate.

For this complaint made to Oodle, I'm sorry that Mrs M has been surprised with large quotes for repairs, but I am satisfied that any work required based on this complaint is normal maintenance for items that are reaching their normal end of life span and needing repairs. I won't be asking Oodle to do any more here regarding the issues in this complaint.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 17 January 2025.

Paul Cronin
Ombudsman