DRN-5331380

The complaint

Mr B complains about a car supplied under a hire purchase agreement, provided by Oodle Financial Services Limited trading as Oodle Car Finance.

What happened

Around 31 May 2023 Mr B entered a hire purchase agreement with Oodle to acquire a used car. The car is listed with a cash price of £10,195 on the agreement, was around seven years old and Oodle said it had covered around 66,640 miles. Mr B paid no deposit. Mr B says he collected the car around the end of June 2023.

Unfortunately, Mr B says the car developed issues. He said early on he realised the car had been in an accident which wasn't disclosed and which 'made parts of the car fall off'. He said it needed a 'massive set of repairs and service'. He said the car was returned to the dealer for two months for repairs, during which time he didn't have a courtesy car. He says when it was returned it seemed fine, but he then took it to a manufacturer's garage who told him it needed further repairs to be safe.

Mr B complained to Oodle in April 2024. It issued a final response on 28 May 2024. This said, in summary, that Mr B would need to provide evidence any faults were present or developing at the point of supply. Oodle said Mr B hadn't provided this, so it wasn't upholding the complaint.

Mr B complained to Oodle again in August 2024 and then arranged for an independent inspection of the car.

The inspection took place on 15 October 2024. This said, in summary, that there was evidence the car had been in a collision, but there was no evidence to say when this occurred. When the independent inspection was carried out, the car had covered 88,173 miles.

Oodle issued another final response later in October 2024. In summary, this again said Mr B needed to provide evidence that faults were present at the time the car was supplied to him. Oodle once more said as it hadn't received this it wasn't upholding the complaint.

Mr B remained unhappy and referred the complaint to our service.

Our investigator issued a view and didn't uphold the complaint. In summary, he said there wasn't persuasive evidence the car was not of satisfactory quality when supplied.

Mr B disagreed. In summary, he said the broker had acknowledged the car wasn't of satisfactory quality and had suggested it was returned to the dealer. He said he'd had repairs carried out including a new horn fitted, which meant previously the car would've failed an MOT. And he said he'd shown the car needed to be repaired by the manufacturer in order to pass an MOT.

Our investigator explained this didn't change his opinion.

As Mr B remained unhappy, the complaint was passed to me 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 think this complaint should not be upheld. I'll explain why.

I'll start by explaining I might not comment on every single argument raised or every piece of evidence supplied. I'd like to reassure both parties that I've carefully considered all of the information, but I'm going to focus on what I think are the key facts and the crux of the complaint. This reflects the informal nature of our service.

Mr B complains about a car supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr B's complaint against Oodle.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Oodle here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.

So, in this case I'll consider that the car was used, was around seven years old and had covered over 66,000 miles. This means I think a reasonable person would not have the same expectations as for a newer, less road worn model. And I think they would expect parts of it to have suffered from wear and tear. That being said, I think they would expect it to be free from any large issues and would expect trouble free motoring for at least a short time.

What I need to consider in this case is whether I think Mr B's car was of satisfactory quality or not.

I've firstly considered the initial problems Mr B first raised. I think it's reasonably clear in this case that Mr B's car had cosmetic issues when he got it, and some other minor problems such as loose clips etc. I say this as I've seen an email from Mr B to the dealer sent at the end of June 2023, not long after he got the car. This details some problems, mainly pointing out body work issues including overspray. Mr B also said the air conditioning wasn't working.

Given what the independent report said, which I'll come onto later, I think this means what Mr B said about the car being in an accident and repaired prior to him acquiring it is likely correct.

Thinking about this, I'm satisfied being in an accident and repaired would not automatically, in this particular case, mean the car wasn't of unsatisfactory quality. When thinking about this, I'd need to consider the nature of the damage and the repairs carried out. But, in summary, there is a lack of detailed evidence from the time to consider this.

I've thought about the air conditioning issue. From the email Mr B sent, it appears he suspected this just needed to be re-gassed. While I think it's reasonable to expect the air conditioning would work, because of the apparent nature of the problem this is a very minor issue when considering this particular car.

Thinking about all of this, while I'm satisfied Mr B's car did likely have the issues described in his email, it's less clear to me that this meant the car was of unsatisfactory quality.

But, even if I thought it was of unsatisfactory quality, all parties seem to be in agreement that some repairs then took place at the dealer. The issue is that I've seen no evidence of what these repairs were or exactly when they happened. There is very limited commentary on this, only that it appears Mr B was happy things were put right, at least for a short time.

Considering everything here, I'm not persuaded the initial issues with the car made it of unsatisfactory quality considering its age, price and mileage. But even if I did, one of the remedies available to Mr B under the CRA would be a repair which, based on the very limited information I have, appears to have taken place. So, either way, it appears Mr B's rights were broadly met.

I have considered Mr B says he was without a car for a few weeks when the repairs took place. But I have no evidence of this and little other information. So, I haven't seen enough to persuade me Oodle needs to take action on this specific point.

I've then gone on to consider the later issues Mr B told our service about.

Mr B provided an invoice dated 12 January 2024. The mileage was noted as 75,033. This was for a total of £1,302.35 and covered servicing as well as the replacement of the cambelt and water pump.

Thinking about this, the issues addressed here seem to be routine maintenance of the car. This took place roughly six months after Mr B got it, and it had covered nearly 8,500 miles. The invoice also contains no testimony about any issues. Thinking about this, I'm not persuaded this invoice shows the car was of unsatisfactory quality when it was supplied. Either way, I've noted the invoice is addressed to a business rather than Mr B, so it's possible this was covered under warranty.

I've reviewed the independent inspection that took place in October 2024. This stated:

"We noted that the offside front door handle was loose. We inspected the nearside front door and we noted that there was evidence that the door hinge bolts had been removed or loosened for alignment purposes. The nearside front headlamp was misaligned with the nearside front wing. The nearside front corner of the plastic spoiler was broken. We noted that the nearside front inner wheel arch had been glued. There was evidence of impact damage to the nearside front wing, headlamp and door. The nearside front plastic wing wheel arch was missing."

"Considering the vehicle has incurred 21715 miles since purchase, we would advise that there is no engineering evidence to suggest as to when this damage occurred."

"Body Repair Quality, Satisfactory Standard"

"Unfortunately based on the evidence, which has been presented now the inspection has been completed the engineering evidence alone will not support the defect/s were pre-existing."

"Due to the mileage incurred on the vehicle since purchase, there is no evidence to suggest the issues were present at the point of sale."

I’ve carefully thought about this. The author clearly confirms that there isn’t evidence the issues were present at the point of supply. As I earlier explained, I think there is some evidence from the time to suggest Mr B’s car had been in a collision and repaired. But it’s very hard to say what damage noted in the report was present when Mr B got the car. It’s very possible some could have occurred, or got worse, later on.

Even if I accepted some of the issues noted *were* present, at the point of the inspection the car had been able to travel well over 21,000 miles since Mr B got it. I’m satisfied Mr B would not have been able to cover this mileage if any of the issues noted meant this car was of unsatisfactory quality.

Mr B has mentioned other repairs and said he spent around £4,000 on these. He provided what appears to be a quote for repairs for a total of £4,240.93. But this isn’t dated, doesn’t record the mileage, contains no details of where it’s from and appears to be a very simple spreadsheet document. So I’ve put very limited weight on this. It follows this doesn’t persuade me the car was of unsatisfactory quality at the point of supply.

I’ve also considered that Mr B says the broker at one point supported rejection of the car. But this doesn’t change my opinion based on the evidence explained above. And I also think if Mr B had this opportunity but didn’t take it, it does imply he wished to keep the car at the time, which I doubt he would’ve done had it had issues which made it of unsatisfactory quality.

I want to reassure Mr B that I’ve carefully considered everything else he’s said in relation to this complaint. But this doesn’t change my opinion.

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 B to accept or reject my decision before 20 August 2025.

John Bower
Ombudsman