

The complaint

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

What happened

Mrs B was supplied with a used car in March 2023 via a hire purchase agreement with Oodle. It was around eight years old and had travelled approaching 43,000 miles when supplied.

After around a year, Mrs B took the car to be serviced, and the garage highlighted the car had some significant issues that needed repairing. They recommended some garages who could fix these problems which were with the injector system, and after it was taken to one of these garages, they provided an estimate which detailed that the injector clamps were broken, which had caused knock on issues, and the total bill to repair the car when it was done was £3,100.33.

There were then further issues with the car subsequently, but these don't form part of this complaint. Mrs B complained to Oodle in May 2024, and they issued their final response letter (FRL) on 28 June 2024, not upholding the complaint. Oodle said that there was no evidence the problems were present or developing when the car was supplied, so didn't uphold the complaint.

Mrs B brought her complaint to our service, and an investigator gave their view in January 2025, upholding the complaint. They said that whilst they agreed there was no proof the fault was present or developing at the point the car was supplied to Mrs B, they didn't believe the car was durable, so under the Consumer Rights Act (2015) Oodle should cover the cost of the repairs, so should refund Mrs B the money she had paid.

Mrs B accepted this view, but Oodle didn't, and asked for an Ombudsman to make a final decision. They said that the burden of proof was on the consumer to prove the issues were present or developing at the point of sale, and there was no such proof. They said they had informed the consumer what evidence they needed to confirm liability, including an independent engineer report, and it wasn't fair that the customer refused to accept what they said and chose to repair the vehicle themselves. They went on to say that they didn't believe the clamps had failed prematurely, as given the time since supply and the mileage covered by Mrs B that gave opportunity for the clamps to have loosened. They felt diagnosing the issue with the clamps doesn't confirm that the clamps have failed prematurely.

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. Mrs B 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 Mrs B to show it was present when the car was supplied.

So, if I thought the car was faulty when Mrs B 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.

I think it's important to highlight the above considerations when considering this particular case. To begin with, Oodle felt that as Mrs B couldn't/didn't evidence that the problems her car was suffering were present or developing at the point of sale, this could not be a case that could be upheld in her favour. This is what they told her, and our service. They also asked her to get an independent engineer's report. But this isn't a pre-requisite to prove faults or repairs needed, and I am satisfied that the garage estimates and basic report supplied by Mrs B is acceptable evidence.

As per the view they issued, the investigator here pointed out that the area of the CRA that they were focused on when deciding upon this case was durability. I think this is the right area to focus on for this case, as it's clear there is no proof one way or the other that a fault was present or developing at the point of supply. It's equally clear that under the CRA, that is not a prerequisite to uphold a case in a consumer's favour, as durability is also part of a consumer's rights. That is, a reasonable person would expect the parts of a car to last a reasonable amount of time before wearing out or failing.

So, I've thought about this. At the time of the invoice for the repairs, Mrs B's car had covered a little over 51,000 miles. So that's around 8,000 miles since it was supplied by Oodle. The invoice for repairs describes that the car was recovered to the garage, and all four injector clamps were found to be broken meaning the top of the engine was contaminated in carbon because the injectors hadn't been clamped correctly. It went on to highlight further issues which would appear to be knock on problems from the injector problems.

This feels an unusual set of events, and I've thought about how this might have happened. With injector clamps, the only common time they appear to fail is if they've been over tightened, which would only really happen when new injectors were being installed. In this case, that doesn't appear to have happened since the car was brand new, and there would

be no other reason for the clamps to be tightened generally, so this feels unlikely to have been the issue here.

Oodle suggested perhaps the clamps had worked loose, but I also don't think this is likely after approaching 50,000 miles. I'd have expected it to happen much sooner if they were at all loose, and there's no indication that any work has needed to be done on the injectors since the car was built, so I can't see why they would have worked loose.

I've investigated the expected lifespan of injector clamps, and the suggestions seem to be that it's good practice for them to be replaced for new when an injector is being replaced, but other than that, they shouldn't need replacing. Whilst injectors have an average lifespan of 50,000 – 100,000 miles, there is no suggestion here that the injectors had failed and been replaced at any point, and the invoice description says the clamps have broken which has led onto the further problems.

As such, whilst I accept that it's not a common issue or fault, I can't say that the injector clamps on this car have been durable for these parts to fail at the point that they have. As the investigator has said, they don't have an expected lifespan or an age or mileage at which they should be replaced, other than to say it's good practice to replace them when replacing the injectors themselves, so on that basis, I'm satisfied that they've failed prematurely.

As such, I think it would be fair for Oodle to refund Mrs B for the repairs required. Oodle weren't happy that Mrs B went and got the repairs done without providing more evidence of the problems for them to consider, but I'm not sure asking an independent engineer to provide a report on a car that wasn't working would have told us any more than the garage estimate and explanation that Mrs B has provided. Oodle originally said to her that unless she could provide proof that the fault was present or developing at the point the car was supplied, they couldn't help. This, as I've discussed is a slightly narrow view of the CRA, and not necessarily accurate, but Mrs B took them at their word and decided she would have to get the work done herself.

I'm satisfied that was a fair choice by Mrs B and satisfied that the evidence she's supplied shows that the car wasn't durable. As such, I am upholding this complaint and instructing Oodle to refund her the repair costs she incurred due to these issues. I also agree with the investigator that she should be refunded her monthly payments during the period from 1 May 2024 when the issue was diagnosed to 17 June 2024 when it was fixed, as the car was off the road being repaired. Any issues that have occurred with the car after this don't form part of this complaint, as they weren't raised with Oodle originally so I haven't considered them.

Putting things right

I instruct Oodle to carry out the following to put things right:

- Refund Mrs B the cost of repairs here, £3100.33.
- Refund any monthly payments made towards this agreement between 1 May 2024 and 17 June 2024 while the car was being repaired.
- Pay 8% simple annual interest on the above refunded amounts from the date of payment until the date of settlement.

My final decision

I am upholding this complaint and instruct Oodle Financial Services Limited trading as Oodle

Car Finance to carry out the above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 July 2025.

Paul Cronin
Ombudsman