

The complaint

Mr B complains Oodle Financial Services Limited trading as Oodle Car Finance (Oodle) supplied him with a car that he believes wasn't of satisfactory quality.

What happened

In October 2022, Mr B entered into a 60 month hire purchase finance agreement with Oodle for a used car. The car's cash price was £10,399, it was first registered in 2015 and it had travelled around 108,700 miles. Mr B was required to pay monthly instalments of £250.

He says within 14 days of having the car, he asked to return it, citing there were a number of bodywork issues such as a broken wheel arch, a faulty bumper and a broken engine cover. According to Mr B, this was refused by the supplying dealership. However they agreed to carry out a repair in November 2022.

Within three months of being in possession of the car, Mr B also said he had issues with the diesel particulate filter (DPF) and he was required to pay for a repair.

In December 2023, Mr B reported the car had stopped running and there were issues with the engine. He paid over £2,000 for it to be fixed.

In January 2024, an independent inspection was carried out. The report concluded there was a fault with the engine which appeared to be caused by a damaged timing chain but further investigation would be required to identify the exact cause. It said the car had travelled around 9,000 miles since supply which is sufficient mileage for wear to happen to the timing chain. It stated it was considered a general maintenance issue and not the responsibility of the selling agent.

The report also went on to say there were 99 fault codes listed which were consistent with the car having a flat battery. Concerning the bodywork issues, it said although the repairs hadn't been done to a manufacturer standard, it met the minimum MOT requirements. Overall it said the car was sold in a road-worthy condition and any repairs required were a direct result of age-related general maintenance.

Mr B complained to Oodle. Based on the findings of the inspection report, they didn't uphold the complaint.

Unhappy with their response, the complaint was referred to our service. Our investigator recommended the complaint was upheld. In summary, she said the engine fault was due to wear and tear. However in relation to the issues with the bodywork, she said they would've been present at supply but she wasn't satisfied it was fairly brought to Mr B's attention meaning the car was mis-represented to him. She said although a repair had taken place, it wasn't adequate.

The investigator recommended a number of things Oodle must do to put things right including allowing rejection, a 50% refund of the engine repair for the consequential loss, pay £150 compensation, etc.

Oodle disagreed with the investigator's findings.

In February 2025, I issued a provisional decision outlining my reasons why I didn't intend to uphold Mr B's complaint. I said:

"Mr B acquired a car under a regulated credit agreement. Oodle was the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply and the quality of the car.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that, under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". To be considered "satisfactory", the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and all the other relevant circumstances. In a case involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage. The quality of goods includes other things like fitness for purpose, appearance, freedom from minor defects, safety and durability.

In this case, Mr H acquired a used car that was over seven years old and had travelled in excess of 108,700 miles. As this was a used car with considerable mileage and age, it's reasonable to expect parts may already have suffered substantial wear and tear when compared to a new car or one that is less travelled. Meaning there's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

Bodywork issues

Mr B maintains within 14 days of acquiring the car, he asked to reject it due to issues with the bodywork however this was denied by the supplying dealership.

I obviously wasn't present during the conversations when Mr B agreed to buy the car so I've relied on the testimonies of both Mr B and the dealership along some written correspondence between the parties that has been provided. Having done so, it appears Mr B physically saw the car before buying it and he noticed some bodywork issues and it was agreed with the dealership they would repair it. Therefore I'm satisfied Mr B agreed to buy the car knowing that there were some bodywork issues but it would be fixed by the dealership. So while I accept he may not have been aware of them all, I'm satisfied he was reasonably aware there were some and he decided to enter into the agreement on that basis.

I also need to take into account this car isn't new, it's over seven years old so it's reasonable to expect there may be some issues with the bodywork and the car may have previously been repaired. But just because there are such issues, that doesn't necessarily mean the car wasn't of satisfactory quality at supply.

Having carried out a check, I can see shortly before acquiring the car, it passed its MOT. Equally the independent inspector has commented while the bodywork issue wasn't repaired to a manufacturer standard, the car is road-worthy. In my opinion, given the age and mileage of the car, it's reasonable to expect such repairs won't necessarily be to a manufacturer standard as this isn't a brand new car.

Overall while I accept there were bodywork issues and these weren't mentioned in the advert, I'm not persuaded they materially impacted the overall functioning of the car so I can't reasonably say it made the car of unsatisfactory quality. Nor can I agree the car was mis-represented to Mr B. So I can understand why the dealership didn't allow Mr B to

exercise his short term right of rejection (within 30 days of supply). This right is only if the car is found not to be of satisfactory quality and for the reasons above, I find it was.

Fault with the engine

Based on the evidence presented to me such as the inspection report and job sheet, it's clear there was a fault with the engine that isn't in dispute. However what I must consider is whether that fault meant the car wasn't of satisfactory quality at supply.

I've carefully read the findings of the inspection report. Given it was carried out by a qualified car mechanic, I find it's reasonable to rely on its conclusion. It makes it clear that due to the age and mileage of the car at supply and the amount miles covered by Mr B (9,000), the engine fault is down to general maintenance. It's evident the inspection determines the engine fault to be a wear and tear issue and not one that was present or developing at the point of supply. I note the engine fault happened over a year after Mr B bought the car. This supports my belief that had it been present at supply, it would've presented itself much sooner than it did.

In light of the above, while I accept there was a fault with the engine, I don't find that made the car of unsatisfactory quality at supply. I find it was reasonably durable.

Other

Lastly from my understanding within a few months of acquiring the car, Mr B had to pay for a DPF repair. However he hasn't been able to provide any documentary evidence about this. So in the absence of the same, I can't reasonably say the DPF issue made the car of unsatisfactory quality.

Taking everything into account, I'm satisfied the car was of satisfactory quality at the point of supply so I don't intend to say Oodle needs to do anything to put things right"

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.

Oodle provided no further comment. Mr B disagreed with the findings. In summary he said:

- He only kept the car because he was told he couldn't return it as there was no issue with the engine;
- The dealership didn't tell him the car had been rebuilt with previous repairs carried out some time ago;
- The bodywork repairs carried out by the dealership weren't to a satisfactory standard;
- Due to the condition and the repairs of the car, he will have difficulties reselling it.

I thank Mr B for his further comments however having done so I find these were previously raised and I considered the same when reaching the provisional findings. So I won't repeat them again.

On the basis I haven't been provided with any further information to materially change my decision I still consider my provisional findings to be fair and reasonable in the circumstances.

My final decision

For the reasons set out above, I've decided not to uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 April 2025.

Simona Reese
Ombudsman