

The complaint

Mr H is unhappy that a car supplied to him under a hire purchase agreement with Oodle Financial Services Limited trading as Oodle Car Finance was of an unsatisfactory quality.

What happened

The complaint circumstances are well known to both parties, so I don't intend to list this chronologically and in detail. However, to summarise, in January 2024, Mr H was supplied with a used car through a hire purchase agreement with Oodle. He paid an advance payment of £500, and the agreement was for £23,138 over 60 months; with an initial payment of £624.59, 58 monthly payments of £574.59, and a final payment of £624.59. At the time of supply, the car was almost eight years old and had done 85,135 miles.

Mr H had some initial problems with the car relating to the brake lights, wiper motor, and a coolant leak. However, these were fixed at no cost to Mr H. A number of months later a warning light came on and the warranty company arranged for the car to be inspected. This inspection took place on 11 October 2024 when the car had done 94,162 miles – around 9,000 miles since it had been supplied to Mr H some 10 months earlier.

The independent engineer said there was excessive play in the timing chain due to wear and stretching, with excessive movement between the links and pins. The engineer concluded this wasn't due to *"sudden component failure physical breakage [but] the result of gradual deterioration over a period of time ... taking into consideration the time and mileage elapsed since inception, we do not consider the defect to have been developing at that point."* The engineer also said there was similar age-related deterioration in the cooling system related components.

Mr H complained to Oodle but based on the independent engineer's report they didn't uphold his complaint. So, he brought the matter to the Financial Ombudsman Service for investigation, saying that he wanted to reject the car.

Our investigator looked into the complaint but didn't think there was any evidence to show that the car was of an unsatisfactory quality when it was supplied. So, they didn't think Oodle needed to take any action.

Mr H didn't agree with the investigator's opinion. He provided a copy of an undated letter from the garage who'd stripped down the car prior to the inspection by the independent engineer, who said that Mr H had told them cooling system repairs had been attempted on several occasions in the past, and they thought this *"has contributed to the accelerated wear and problems with the engine."*

Mr H also felt that a timing chain should last the lifetime of a vehicle *"so something internally must have caused the timing chain to stretch."* He provided a further letter from a different garage, dated 7 April 2025, that said they'd seen the car in February 2024. At this point it needed new brake discs and pads, and it had a coolant leak. They went on to say that the coolant leak was still present in both March and September 2024.

After the investigator explained why these didn't change their mind – neither garage had provided an opinion stating that the timing chain issues were present or developing when the car was supplied – Mr H provided an email, dated 16 April 2025, from a mechanic and former garage owner. Based on a review of the evidence (but not on an inspection of the car) this mechanic confirmed that *“the damaged [sic] to the engine and timing chain was definitely caused by the water and oil leak present before you purchased the vehicle ... an overheated engine can contribute to or worsen timing chain issues ... so therefore in my professional opinion ... the issues you had were there before you purchased the vehicle and this has now caused the current problems you have with the timing chain and engine.”*

Mr H also said that, although his local manufacturer's dealership weren't prepared to put in writing the link between the coolant issue and timing chain *without* inspecting the car, they had verbally told him such a link was likely. And he asked that this matter be passed to an ombudsman 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'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 H 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. So, if I thought the car was faulty when Mr H 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.

In this instance, it's not disputed there is a problem with the timing chain. However, what I need to consider is if this was present or developing at the point of supply or is a direct result of something that was present or developing at the point of supply.

I've seen a copy of the independent engineer's report, dated 11 October 2024. The key findings of this report are detailed above, so I won't repeat them here. However, I have noted that the engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon.

I've also seen a copy of an inspection report from a manufacturer's main dealer, dated 15 February 2024 (when the car had done 86,610 miles). This stated there was a coolant leak from the water pump, and the water pump needed replacement. I've noted the 7 April 2025 letter from the garage who stripped down the engine also confirmed the water pump needed replacement on 1 February 2024 (when the car had done 85,894 miles).

This means that Mr H had driven the car for over 700 miles knowing there was a coolant leak from the water pump, and that this needed replacement. Doing so risked, and could've potentially caused, drive on damage that would be the responsibility of Mr H, and not of Oodle as the car's supplier.

A further manufacturer's garage inspection on 27 June 2024 said there was a slight leak in the coolant shut off valve but made no reference to the need for the water pump to be replaced. It's therefore reasonable for me to conclude that the water pump was replaced sometime between 15 February and 27 June 2024, but that a slight coolant leak remained. I've not seen anything to show me that this leak was ever fixed.

Turning now to the email of 16 April 2025, where the mechanic and former garage owner stated the issue with the timing chain was related to the oil and water leak present when the car was supplied to Mr H. This wasn't based on an inspection of the car, and it's also based on the premise that the car had an oil leak – there is no evidence of an oil leak when the car was supplied, and no oil leak is referred to by either of the inspections that took place in February 2024 – a few weeks after the car was supplied to Mr H – or in any of the subsequent inspections.

Given that this email wasn't based on an inspection and placed the blame (in part) on an issue there's no evidence of, I'm not satisfied I can accept this email as proof the timing chain issue was as a result of something definitely present when the car was supplied.

Mr H has also provided second hand verbal testimony from a manufacturer's garage. While they say that a failed timing chain can be linked to a coolant issue, they aren't prepared to say that this is the case with the car supplied to Mr H without first inspecting it. Again, as this opinion isn't based on any inspection, but on what might potentially happen to some cars, I'm not satisfied that this is proof the timing chain failed due to something that was present or developing when the car was supplied to Mr H.

What's more, both the former garage owner and manufacturer's garage have said that, if the coolant issue were to cause problems with the timing chain, this would be as a result of the engine overheating. However, in an email to the independent engineer dated 3 December 2025, Mr H clearly stated the car has never overheated. So, without any overheating, lack of coolant/excess heat related damage to the timing chain is highly unlikely to have occurred.

While a timing chain on the make and model of car supplied to Mr H can last up to 150,000 miles, it's also possible that this could fail as low as 60,000 miles. There are multiple factors that affect the actual lifespan of a timing chain, including the quality of the oil in the car, and driving habits. So, the failure of a timing chain is not only linked to a coolant issue.

The independent engineer's report, which is based on an actual inspection of the car, says that the timing chain failed due to age and mileage. The engineer was aware of the coolant issue and specifically referred to historic staining from a longstanding issue with the water pump and coolant shut off valve. But, knowing this, they didn't say that the actual damage to the timing chain was caused as a result of the previous coolant leaks.

Finally, Mr H was able to drive around 9,000 miles in the car before the timing chain failed. If this failure was due to the coolant leak from the water pump that urgently needed

replacement in February 2024, it's highly likely that this failure would've happened sooner. So, the fact that Mr H was able to travel for so long and so far before the timing chain failure also satisfies me that the timing chain failure wasn't related to the coolant leak issue.

Therefore, and while I appreciate this will come as a disappointment to Mr H, I'm satisfied the issues with the timing chain weren't present or developing when the car was supplied to Mr H, and I won't be directing Oodle to take any further action.

My final decision

For the reasons explained, I don't uphold Mr H's complaint about Oodle Financial Services Limited trading as Oodle Car Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 September 2025.

Andrew Burford
Ombudsman