

## **The complaint**

Mr S complains that a car supplied to him under a hire purchase agreement with Oodle Financial Services Limited (Oodle) is of unsatisfactory quality.

## **What happened**

The circumstances surrounding this complaint and my initial findings were set out in my provisional decision which said:

In May 2023 Mr S entered into a hire purchase agreement with Oodle to acquire a used car. The car was around 12 years old being first registered in September 2011, with a mileage of around 62,421. The cash price of the car was £6,499.00. with an advance payment being made of £1,000.00. The total payable on the agreement was £8,964.85. This was to be repaid by a first payment of £274.71, followed by 33 monthly repayments of £224.71, with a further final repayment of £274.71 according to the agreement.

Mr S explained he was made aware of an issue with the vehicle missing a prop-shaft when he'd taken it to a local repairer to investigate a slow puncture and mentioned an issue with the electronics. Mr S also explained he'd had trouble with the vehicle's exhaust and a squeaking noise.

When Mr S made Oodle aware of the issue with the prop-shaft, he'd also explained about the other issues he was facing. There was a health check carried out on the vehicle by a third party repairer confirming the prop-shaft was missing, and it was taken back to the dealership for repairs.

Around two months after Mr S received the vehicle back, he had it inspected. As a result of this, the inspecting garage explained it was their opinion the prop-shaft repair had been carried out but that a repair to the exhaust system was of poor quality. There was no mention of the squeaking noise or electrical problems.

Mr S wanted to reject the vehicle and complained to Oodle about the repair. Oodle didn't uphold the complaint. They said that all the evidenced issues – namely the prop-shaft, were repaired to a satisfactory standard, and that any other issues were not deemed to be present or developing at the point of sale.

Mr S wasn't happy with this, and brought the complaint to our service, where the complaint was passed to one of our investigators.

The investigator upheld the complaint. He said that the repair to the exhaust carried out had failed, and as Oodle had already taken their one chance to repair the vehicle and failed to do so, rejection of the vehicle was now a fair outcome.

Mr S agreed with this, but Oodle disagreed. It explained the dealership hadn't attempted to repair the exhaust because they weren't instructed that there was an issue with this, and the only repair they'd carried out was the repair to the missing prop-shaft. Oodle explained the dealership weren't aware of any other issues as no evidence of these had been supplied so

they hadn't been passed on. The investigator asked for additional information; however, this didn't change his outcome. Oodle remained unhappy with this and as such, the complaint has been passed to me to make a decision.

I sent Mr S and Oodle my provisional decision on 19 May 2025. I explained why I thought the complaint should not be upheld. The key parts of my provisional findings are copied below:

### **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.

Mr S acquired a car under a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr S's complaint about Oodle. Oodle is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory, fit for purpose and as described". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Mr S acquired a car that was around 12 years old and had travelled around 62,000 miles. As this was a used car with this mileage and age, it's reasonable to expect parts may already have suffered significantly more wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've reviewed the available evidence about the issues Mr S experienced with the car. Based on what I've seen, I'm satisfied that there was a fault with the car. I say this because neither Oodle nor Mr S dispute the vehicle was missing a prop-shaft, and that this required repair.

Having considered the car had a fault, I've then considered whether it was of satisfactory quality at the time of supply.

Mr S explained the first issues came about when he'd encountered some issues with the electronics on his vehicle and a slow puncture. I can see when he mentioned the electronics issue to the dealership, they offered to inspect this for free, however Mr S declined this due to being a considerable distance away. He'd asked a local repairer to take a look at the vehicle instead.

Whilst they were doing this, they noticed the prop-shaft was missing from the vehicle. Mr S contacted Oodle about this, and they agreed to send the vehicle into the dealership and have it rectified. I can see Mr S sent some information to Oodle about the car and the issues he was having by email. A vehicle health check dated 18 October 2023 was part of this – and appears to be from the local repairer Mr S had taken the vehicle to that noticed the missing prop-shaft. This health check showed that brake fluid needed replacing, OSF brakes were binding on and steering/suspension OSF needed a bottom ball joint, alongside the driveshaft prop-shaft missing. However, the exhaust system was listed as green with no

issues showing and nothing was noted on this about the electrical problems Mr S had mentioned. Mr S also supplied an invoice for potential exhaust work dated 23/10/2023. This had certain parts listed individually as well as the cost for these. This invoice did not say why the work was needed, or what had caused any potential issues. In an email on 7 November 2023, Mr S explained he'd also been hearing a squeaking noise after a certain driving scenario, and again mentioned the exhaust.

The vehicle was collected by the dealership and taken in for works. On 12 December 2023, the dealership emailed Mr S to explain the vehicle was ready to be collected. There are email conversations showing Mr S was unhappy with this as he doesn't live close to the dealership, and it was agreed they will deliver the vehicle back to Mr S. On 13 December 2023 Mr S highlighted he was expecting the prop-shaft, exhaust and electronics issues to be fixed by the dealership. There were further conversations about the return of the vehicle, and Mr S' unhappiness with the time he's spent without his car in a usable condition. The vehicle was returned to Mr S on 22 December 2023.

Having looked at what was happening, I don't consider the dealership had the car for an overly long period of time before it was available and the prop-shaft was replaced, but I do acknowledge that Mr S felt the vehicle was unusable earlier than when it was collected due to the exhaust.

Towards the end of February 2024, Mr S contacted Oodle again to explain he had the vehicle inspected, and he wasn't happy with the work carried out. The inspection stated the prop-shaft had been replaced and looked to be in good order, but the exhaust had not been repaired adequately and will not last. Mr S also stated there was still a squeaking noise coming from the vehicle, and he was still having issues with the electronics. Neither of these was noted on the inspection. On 9 April 2024, Oodle explained in an email to Mr S that they will cover the cost of repairs needed to the exhaust if this will help him remain happy with the vehicle.

Mr S was unhappy with what had happened because he thought that someone had tried to repair the exhaust and hadn't done a good job of this in line with the inspection he'd had carried out. Oodle contacted the dealership and were told that they hadn't ever touched the exhaust as they hadn't been asked to. Mr S was unhappy about this as he'd made Oodle aware previously of the issue and wanted it looked at.

Oodle explained they didn't ask the dealership to look at it because they had received the vehicle health check dated before the invoice Mr S supplied showing that there were no issues noted with the exhaust system. They decided there was a lack of evidence showing an issue and as such they didn't refer this to the dealership. They also couldn't see anything showing an issue with the electronics or the squeaking noise – as such only the prop-shaft issue was referred to be looked at.

For me to conclude there was a fault on a vehicle that was present or developing at the point of sale making it of unsatisfactory quality, it can be useful to rely on expert evidence such as an independent inspection report from an engineer commenting on the issues, how they were likely caused, and if they were likely to be present or developing at the point of sale of the vehicle. There is no information like this available on this case, but we do have some useful pieces of evidence to rely on.

Having looked at the information I do have, I'm persuaded the repair of the missing prop-shaft was sufficient. I'm also persuaded that both the exhaust and electronics didn't have an inherent fault that was present or developing at the point of sale. I say this because the vehicle health check shows that there is no issue with these aspects of the vehicle. This appears to be a check from an independent 3rd party repairer. The check does not mention

an issue with the electronics, although I appreciate Mr S explained this is because they couldn't find the issue due to it not being safe to do so.

Regarding the invoice provided by Mr S, this shows the cost of replacement parts to an exhaust system. This invoice does not show why this work needed to be done, or the cause of any potential issues and if they were due to wear and tear, or due to an inherent fault at the point of sale.

I can understand why Mr S would want this to have been investigated and addressed by the dealership, but the information I have persuades me that the potential issues with the exhaust system are due to regular wear and tear rather than an inherent fault with the vehicle when it was supplied. Exhaust systems can be high wear parts, and with a vehicle around 12 years old and covering the miles it had done, taking into account the cost of the car, a reasonable person could expect repairs might be likely on a vehicle like this one through regular wear and tear. I'm also persuaded any electronics fault would be due to wear and tear for the same reasons. I have no evidence to show exactly what the issues are and what has caused them. The vehicle health check suggested other parts that needed some attention, and these also appear to be reasonable wear and tear parts in a vehicle like this one. As the vehicle is around 12 years old and has travelled significant miles, again I think a reasonable person could expect this to need some ongoing maintenance in line with the issues Mr S explained he's encountered.

Mr S had the vehicle inspected by a friend's garage sometime after it was returned to him. This inspection explained a little more information on the exhaust and some of the issues with it, but again didn't explain if these were likely to have been an inherent fault present or developing at the point of sale or whether they were down to regular wear and tear. It did suggest the condition of the exhaust could have been down to a sub-standard repair at some point.

This is what led the investigator to uphold the complaint, as he felt this showed the dealership had attempted a repair – constituting their one chance to repair as laid out by the CRA, and the repair had then failed due to an MOT noting the exhaust was leaking gasses.

Oodle explained why the exhaust issue was never referred to the dealership. I acknowledge why Mr S is unhappy about this, as he did explain he wanted this looked at, and supplied the invoice mentioned earlier. Oodle could well have asked the dealership to look at the exhaust as a courtesy along with the other problems Mr S had raised, however due to the vehicle health check showing no issues with the exhaust system and the other areas, I can also understand why they didn't do this as they thought this was more reliable information than the invoice.

I'd like to have seen them refer these points to the dealership for them to have a look at and get their thoughts on them as the car was going in for repair anyway, but I can't say that they had to do this based on the information they had. They should have at least explained to Mr S why this wouldn't be investigated if this was the action that was chosen, and I feel this could have helped to avoid some of the disappointment further down the line.

Looking at the information we have about the vehicle, and the potential issues, it seems

likely to me that had the dealership been asked to look at the concerns, a reasonable person would put these down to wear and tear of the vehicle in line with its age and mileage. The issues mentioned don't seem out of line with the vehicle and its condition.

As the issue was never referred to the dealership, and I have no information showing the dealership actually attempted to repair it I cannot conclude the dealership did attempt this

repair. I appreciate the inspection Mr S had carried out suggests a potential sub-standard repair, but this doesn't say by who, where, when or at what point in time and as such I can't say the dealership did this. I've also seen communications showing Mr S thinks the dealership might have attempted to repair the exhaust due to a changing noise. As I have nothing to show this is the case, and noises can change over time, I can't say this persuades me the dealership did attempt the repair.

So, I'm not persuaded the dealership repaired or attempted to repair the exhaust. It then follows that I don't think the dealership are responsible for this repair later failing when the exhaust was found to be leaking gasses as an advisory on its MOT. As I've explained, I'm also not persuaded the evidence showed that the dealership needed to repair the exhaust initially. The only evidenced fault Oodle were responsible for at this point was the missing prop-shaft, and this was replaced as needed.

Mr S has explained he was never asked for evidence of the faults, or he'd have been able to provide photos or videos and sent them over to Oodle. Whilst photos and videos can be helpful to either confirm something is happening or not, it will usually not be evidence enough to show that something was present or developing at the point of sale, and that it needed rectifying.

I can see Mr S has explained he's had to spend over £1,500.00 to repair some issues with the vehicle further down the line to be able to pass an MOT. This appears to have been carried out by the same repairer that carried out the health check and identified potential needs for the brakes binding and worn ball joints with these parts forming part of the work carried out. Given the age and mileage of the vehicle and with nothing to show these were inherent defects at the point of sale, I'm persuaded this is related to ordinary in-service wear and tear of the car in line with its price age and mileage, and not something that was inherently wrong with the vehicle when it was supplied making it of unsatisfactory quality.

I fully recognise the way Mr S feels about the vehicle, and I acknowledge why he has been unhappy with it given there were parts that had to be replaced or repaired that he may not have been expecting to maintain as early as they needed it during his ownership. However, having carefully considered all of the available information, I'm satisfied the car was of satisfactory quality when it was supplied.

As I've concluded that the car was of satisfactory quality at the point it was supplied, I don't require Oodle to take any action in respect of this complaint. I leave it to Mr S to decide if on reflection he would like to accept the offer made by Oodle regarding the exhaust repair if it is still available as it has been some time since this was mentioned by Oodle and was not mentioned in their final response.

I invited both parties to make any further comments. Mr S did not respond to the provisional decision. Oodle also did not respond. Now both sides have had an opportunity to comment, I can go ahead with my final decision.

## **Findings**

As neither party responded to my provisional findings with any further information to be considered, I see no reason to depart from them detailed above.

## **My final decision**

For the reasons I've explained, I do not uphold Mr S' complaint.

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

Jack Evans  
**Ombudsman**