

## **The complaint**

Mr W complains that a car acquired under a hire purchase agreement with Oodle Financial Services Limited (“Oodle”) wasn’t of satisfactory quality when it was supplied to him.

## **What happened**

Both parties are familiar with the background of this complaint so I will only summarise what happened briefly here.

In March 2023, Mr W entered an agreement to acquire a used car. He paid a deposit of £200, with the balance being provided under a hire purchase agreement with Oodle. The car was eight years old and had covered approximately 67,500 miles when the agreement started. The agreement was for 60 months, with an initial payment of £309.04, 58 monthly payments of £259.04 and a final payment of £309.04. The cash price of the car was £9,899.

Mr W made a complaint to Oodle in September 2023 as the car’s engine had developed a fault and an attempt to repair at a garage chosen by Mr W hadn’t been successful. An independent inspection of the car was carried out. The car had covered approximately 22,200 miles in the time it had been in Mr W’s possession. The report concluded that any faults with the engine wouldn’t have been present or developing at the point of supply. Oodle didn’t uphold Mr W’s complaint.

Mr W brought that complaint to our service and received our answer in January 2024. I have only included the above for background but will be concentrating on what has happened since then in this decision.

Mr W got back in touch with Oodle in November 2024 and explained the issues with the engine had reoccurred. The mileage of the car was now approximately 91,450. Oodle explained that it was Mr W’s responsibility to show the faults were present or developing at the point of sale. Mr W arranged an independent inspection, which took place in February 2025. The report concluded that the damage seemed most likely to be caused by low oil content, and the faults with the engine wouldn’t have been present or developing at the point of supply. Oodle didn’t uphold Mr W’s complaint.

Mr W brought his complaint to our service. Our investigator didn’t uphold it. He said the report confirmed the faults with the car weren’t present or developing at the point of supply, and therefore he couldn’t conclude the car was of unsatisfactory quality when Mr W acquired it.

Mr W didn’t agree. He felt the previous repairs had failed, and he wanted to reject the car.

As Mr W didn’t accept, the complaint has been 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.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice.

Both parties have provided a lot of information in this case. I'd like to reassure them both that I've read and considered everything that's been sent. But, I will be focussing my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes. Many of Mr W's points relate to his previous complaint to Oodle and to our service. As he received an answer on that complaint from our service in January 2024 I won't be commenting on those concerns in this decision.

As the hire purchase agreement entered by Mr W is a regulated consumer credit agreement this service is able to consider complaints relating to it. Oodle are also the supplier of the goods under this agreement and are responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr W entered. Because Oodle supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as, amongst other things, the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr W's case, the car was used and had covered approximately 67,500 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

Our investigator has explained that he thinks the car was of satisfactory quality when it was supplied to Mr W. I agree in this case. There is no doubt the car has faults – the report provided by Mr W to Oodle confirms that. But, from what I've seen, I'm not persuaded the faults currently seen with the car were present or developing at the point of supply. So, it follows that I'm satisfied the car was of satisfactory quality when it was supplied to Mr W. I'll explain why.

Mr W made Oodle aware of his subsequent concerns with the car in November 2024, 20 months after he'd been supplied with it. So, I need to consider if Oodle have done what I'd expect them to have done once they were aware there were problems with the car. As this was outside of six months since Mr W had been supplied with the car, it was for him to show any faults would have been present at the point of supply.

Mr W arranged for an independent inspection of the car to take place. This was a visual inspection of the car by a qualified technician and is, in my opinion, the most persuasive piece of evidence in this case. The car had covered approximately 91,450 miles at this point, of which approximately 24,000 had been covered by Mr W since he'd acquired it. The expert concluded that the faults with the engine were most likely caused by low oil content, which has led to further damage to the engine. He concluded that the faults with the car wouldn't have been present or developing at the point of supply. Mr W has suggested that he thinks a

previous repair in 2023 had failed, and that has led to the current problems, but the report states that any previous repair isn't the reason for the current faults seen with the car. Based on the findings of the report, I don't think Oodle have treated Mr W unreasonably by not allowing him to reject the car. They are only liable if the faults were present or developing at the point the car was supplied to Mr W, and the evidence in this case doesn't confirm that.

As mentioned previously, the car Mr W acquired was eight years old and had covered approximately 67,500 miles when it was supplied to him. It's fair to say the car was far from new. This means that the standard a reasonable person might expect from it would be lower than for a car that had covered fewer miles. Acquiring a used car carries some inherent risks, not least of which is that sooner or later items, or components of the car, will need repair or replacement.

Mr W had had the car for 20 months and had covered approximately 24,000 miles when the independent report was carried out. As previously stated, I'm satisfied that a reasonable person would expect to have to repair or replace some wear and tear components on a used car sooner than they would on a new one. In Mr W's case it seems the requirement to replace the parts now found to be faulty has come sooner than he was expecting, but I'm not persuaded that means the car wasn't of satisfactory quality when it was supplied to him.

I know this decision will come as a disappointment to Mr W and he has a car that requires significant work at cost to be carried out to make it roadworthy. But I can only conclude Oodle are responsible for that if I am persuaded the evidence shows the faults were present or developing when the car was supplied to Mr W. The evidence in this case doesn't support that, so I won't be asking Oodle to do anything further here.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 November 2025.

Kevin Parmenter  
**Ombudsman**