

The complaint

Mr T complains about the quality of a vehicle he acquired through a hire purchase agreement financed by Oodle Financial Services Limited (Oodle).

Mr T is represented in this complaint by his solicitor. For ease of reference, I'll refer to Mr T directly throughout my decision

What happened

In July 2023 Mr T acquired a used car through a hire purchase agreement financed by Oodle. The car was around five years old, and it had travelled about 63,000 miles at the time of supply.

In May 2024 Mr T had some problems with the car, it went into limp mode, and the engine management light (EML) was illuminated. Mr T contacted the warranty provider for the car who gave him details of a garage to take the car to. After an inspection the warranty provider told Mr T that the issues were caused by parts that'd reached the end of their lifespan, and so they wouldn't pay for repairs to be done.

Mr T took the car to a third-party garage who cleaned the diesel particulate filter (DPF) and in June 2024 they replaced the glow plug control unit, four glow plugs, the camshaft position sensor and air temperature sensor along with some wiring.

At the end of July 2024 Mr T noticed a knocking noise from the vehicle and he complained to Oodle about its quality.

The car was inspected by a third-party garage, who said, in summary, that the knocking appeared to be coming from the cylinder one piston. They said the exact reason couldn't be determined without stripping the engine, but the parts wear over time and this wear could be elevated by a number of factors. They recommended an engine rebuild.

Oodle told Mr T he'd need to provide evidence that a fault was present or developing at the time the vehicle was supplied to him, and so Mr T arranged for an engineer to inspect the car in October 2024. The vehicle had travelled around 69,000 miles at the time of this inspection.

The report concluded, in summary, that there was a loud knocking noise from the engine which was consistent with the connecting rods being worn. The engineer said the faults with the engine would've been in the early stages of development when it was supplied to Mr T.

Oodle asked the supplying dealer for their comments on this report, and the dealer asked to obtain a second opinion. Mr T agreed to a second inspection, and this was completed in November 2024.

The second engineer concluded, in summary, that there was a knocking present when the vehicle was running, and it appeared to be due to defective injectors, however it was unclear if there was damage to the engine. The engineer noted that Mr T had been able to use the

car for around 11 months and 6,000 miles before the fault occurred, and so they didn't think the engine was defective when it was supplied to Mr T.

Oodle sent Mr T their final response to his complaint in November 2024. They said they were persuaded by the second engineers report, and they didn't think the faults were present or developing when the vehicle was supplied to Mr T, and so they didn't uphold his complaint.

Unhappy with this, Mr T brought his complaint to this service for investigation. He said the car was misrepresented to him because it hadn't been maintained and so experienced accelerated wear of engine components and it wasn't suited to short journeys which Mr T intended to use it for. Mr T said the faults wouldn't be expected on a car of this age and mileage, and so it wasn't of satisfactory quality when supplied to him. Mr T said he wanted to reject the car and for Oodle to pay compensation.

Our investigator gave their view that although there were faults with the car, they thought these were as a result of expected wear to the vehicle and so didn't make it of unsatisfactory quality. They also didn't think the car was misrepresented to Mr T and so didn't ask Oodle to do anything more.

Mr T didn't agree. He said, in summary, the faults related to parts which aren't subject to normal in-service wear and tear and are due to the vehicle not being properly maintained. Mr T said he understood the vehicle would be serviced before delivery, and there was no vehicle service indicator whilst he was able to drive the car. Mr T said the vehicle had failed after around a third of its expected lifespan, demonstrating a lack of durability.

Mr T arranged for another inspection of the car in June 2025. That report concluded, in summary, that the engine oil had been diluted due to DPF regeneration requirements which had led to excessive engine wear, and lack of servicing had contributed to this wear. The engineer concluded that if the vehicle were in a normal condition at the time it was supplied to Mr T the issues wouldn't have occurred in the time period they did.

Oodle were invited to comment on this additional report, but they didn't respond. Our investigator gave their view that they remained of the opinion that the car wasn't misrepresented to Mr T, and they weren't persuaded by the findings of this report as it was likely that the DPF required cleaning due to the specific use of the car rather than because of inherent issues.

Mr T didn't agree. He said the car was advertised as having a full service history and it didn't, so it was misrepresented to him. The service is critical to the longevity of the engine components and so likely contributed to the engine failure.

As an agreement can't be reached, the case has been passed to me for a decision.

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.

Firstly, I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free

alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. Oodle as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

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 other relevant factors. Those factors, in the case of a car purchase, will include things like the age and mileage of the car at the time of sale, and the car's history. The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

Here the car was acquired used with a cash price of around £22,000. It was around five years old and had travelled about 63,000 miles at the time of supply.

When a person acquires a used car like Mr T's it's reasonable to say that the expectation of quality is lower than that of a new or lower mileage second-hand car. The price for the vehicle is lower, and this is reflective of the fact that the car is more road-worn. The chance of encountering an issue sooner, is higher.

There have been three inspection reports completed on Mr T's car. They all conclude a knocking noise from the engine, fault codes relating to the cylinders, and a likely fault with the cylinders or pistons. The most recent report provided by Mr T goes on to analyse the engine oil and notes high levels of aluminium and iron indicating possible piston wear.

Based on the evidence, I'm satisfied that there is a fault with Mr T's car relating to advanced wear of the cylinders and pistons.

Cylinders and pistons might be expected to last upwards of 150,000 miles, or the lifetime of the engine, with proper maintenance. It's been suggested here that DPF regeneration requirements have led to diluted oil, and that poor maintenance has led to the premature wear of these parts in Mr T's car, therefore resulting in their premature failure.

The manufacturers service schedule for Mr T's car shows that it requires a service every two years or 21,000 miles, with the intervals noted as being the maximum time between servicing.

I've seen evidence that Mr T's car was serviced at two and four years old. It was due to be serviced again at six years old, or at 63,000 miles, but it wasn't. When the fault occurred, the car was just over seven years old and had travelled around 69,000 miles. So, the service was around a year or 7,000 miles overdue. I think it's reasonable to conclude that this delay in servicing the vehicle has contributed to the premature failure of parts here, as was noted by the third engineer to inspect Mr T's car.

It's not in dispute that Mr T took a number of shorter journeys in the car. The third engineer to inspect Mr T's car has noted that these short journeys are likely to have diluted the engine oil and reduced its lubrication properties due to the way in which DPF regeneration occurs.

I've seen evidence that the engine oil's total base number was low, suggesting that it wasn't performing as it should have been. The engineer has also concluded that had Mr T's car been serviced in line with manufacturer recommendations, this degradation of the engine oil wouldn't have happened in the time that it did, namely the 6,000 miles that Mr T was able to drive the car before the fault occurred.

Based on the evidence, I'm persuaded that the DPF regeneration requirements have likely diluted the engine oil, therefore affecting its lubricating properties which in turn has led to the accelerated wear of parts and the fault occurring.

Mr T said that he told the dealership he'd be undertaking short journeys in the car, and so they sold him a car that wasn't fit for his needs. I haven't seen any evidence of the discussions that took place between Mr T and the dealership, and it's difficult now to say exactly what was discussed between them. But the intent to take short journeys in a car with a DPF in itself isn't a reason not to buy the car. Regular longer journeys, or journeys at required speed would regenerate the DPF even when short journeys are undertaken as well. So, I find that the car wasn't mis sold to Mr T on this basis.

Based on the evidence, I'm persuaded that the accelerated wear and the resulting fault have likely been caused by Mr T's driving style, rather than an inherent defect with the car, and so it wasn't of unsatisfactory quality at the time it was supplied to Mr T.

It's clear that Mr T's car wasn't serviced in line with manufacturer guidelines, and this has likely had a contributory effect on the accelerated wear of parts. It's not clear what condition the oil was in at the time the car was supplied to Mr T, and so it's difficult to say how much of the wear is associated with the DPF regeneration requirements, and how much is associated with the lack of maintenance. But it is possible that the oil would've been changed had the vehicle been serviced and so might've been affected by the DPF less severely or more slowly.

Mr T has said he believed the car to have been serviced before it was supplied to him, and so it was misrepresented to him. Mr T said the car was sold as having a full service history, and documents he received during the sale led him to believe the car had been serviced prior to being supplied to him.

I haven't seen the advert for Mr T's car, but the third engineer's report notes that they did see it, and it was silent on the matter of the service history. I've no reason to believe this wasn't the case, and so I'm satisfied that Mr T wasn't told that the car had a full service history. As there was no false statement of fact made to Mr T about the service history, I can't reasonably say that the car was misrepresented to him on this basis.

Mr T said the email exchange he had with the dealership led him to believe the car would be serviced. I've seen the email, and I'm satisfied that the information Mr T has referred to is generic and not specifically related to his car. It's included at the bottom of the email and appears to be part of a standard email template. It's included where Mr T is still in discussions about which car he wants to buy and so isn't specific to one car. In addition, it references lease vehicles, where Mr T entered a hire purchase agreement, which is different to a lease. I'm therefore persuaded that the information in this email doesn't relate to Mr T's car.

Mr T said he took a warranty product with the dealership which confirms a service would be completed prior to the car being supplied. I've reviewed the warranty document, which sets out that a 'maintenance inspection' will be completed prior to hand over which will include the service history, next service date, and a check on things like oil and fluids. I'm not

persuaded that this document says a full service will be completed, and a check on the oil levels is unlikely to have highlighted any concerns with its quality.

I understand that Mr T has been unwavering in his belief that the car was serviced prior to it being supplied to him, and I understand his strength of feeling on the matter. But I think Mr T had a reasonable opportunity to be aware that the car required a full service at the time of supply, but that this hadn't been completed. I think when purchasing a car of this age and mileage, a reasonable person might expect to check the service history of a vehicle, and to know when a next service might be due. Mr T didn't do this and proceeded to drive the vehicle for around 6,000 miles and about 11 months without completing such a check before the fault occurred.

Whilst what has happened is unfortunate, I find that the car was of satisfactory quality when it was supplied to Mr T, and that it wasn't misrepresented to him. I appreciate that having a car that requires major repairs is stressful, and may be an expensive, experience for Mr T. That doesn't mean that Oodle are responsible for the cost of repairs.

My final decision

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 November 2025.

Zoe Merriman
Ombudsman