

The complaint

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

What happened

In October 2022 Mr G entered into a hire purchase agreement with OFS to acquire a used car. The car was around ten years old, with a mileage of around 88,667. The cash price of the car was £6,767.00. The total amount payable on the agreement was £10,831.51, payable by 59 monthly payments of £180.51, followed by a final repayment of £181.51.

Mr G explained he's encountered several issues with the car. These started soon after taking out the agreement. Mr G has supplied invoices showing the work he's had to have carried out through his ownership of the vehicle. These issues started with needing a camshaft repair. Later, the vehicle broke down, and it was discovered that damage to injectors during the camshaft repair was the cause. The necessary repairs were completed. Mr G has also shown that he needed to carry out repairs to other parts of the vehicle including the suspension.

The most recent issue was complained about by Mr G in January 2025. The car broke down again, and Mr G supplied information to show a repairer stated the timing belt has slipped, putting the timing out and needs replacing.

Because of this issue, Mr G complained to OFS. OFS didn't uphold the complaint. It explained that due to the amount of time since the agreement started, Mr G would need to provide evidence to show the latest issue was present or developing at the point of sale. As he was unhappy with this, Mr G brought his complaint to this service, where it was passed to one of our investigators.

The investigator didn't uphold the complaint. They explained that the timing chain is a serviceable part and its lifespan depends on a number of different factors such as vehicle age, mileage and servicing amongst others. The investigator said it was their opinion that the new issue with the timing chain was not as a result of failed repair towards the start of the agreement to the camshaft and was wear and tear related. As such, they explained the car was of satisfactory quality when it was supplied.

Mr G didn't agree with this, and so I've been asked to review the complaint to make a final decision.

As a note, Mr G has explained the extremely difficult circumstances he finds himself in as a result of the difficulties with the car. I've kept this in mind whilst making my decision in this complaint, and I hope Mr G has been able to start to recover and is feeling in a better position.

As an addition, I can see Mr G has complained on previous occasions about the satisfactory quality of the vehicle. This decision will focus on the recent issue complained about in

January 2025, although I may need to refer past events in different complaints for context and reference. Some of the previous issues are relevant to this complaint.

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.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr G 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 G's complaint about OFS. OFS 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 could consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Mr G acquired a car that was around ten years old and had travelled around 88,667 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 G experienced with the car. Based on what I've seen, I'm satisfied that there is a fault with the timing chain. I say this because I've seen an invoice from a repairer explaining their opinion of the fault and what is required to fix it. I've also seen the other invoices Mr G supplied relating to other repairs he's had to have carried out on the car.

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

Mr G has explained that the timing chain should not have failed again so soon after the previous repair. Mr G has been able to travel around 37,795 miles since owning the vehicle, and around 35,451 miles since the invoice showing the issue with the camshaft a few months after entering into the agreement.

The repair to the camshaft carried out at around 91,011 miles appears to have been taken on by the dealership as it hadn't been long since Mr G took out the agreement. There were other things that went wrong with the car between then and the most recent breakdown, and some of these costs also appear to have been covered for Mr G such as the damage caused to the injectors during the first repair.

Mr G has supplied invoices showing the work that has been required to be carried out on the vehicle during his ownership of it and explained this has come at great cost to himself. I acknowledge why Mr G is unhappy with this and why he may not have wanted to need to repair the vehicle on the occasions he has done. Having said this, the invoices supplied appear to be related to wear and tear items on a vehicle with this related age and mileage. I say this because at the point-of-sale Mr G agreed to buy a vehicle that was already around ten years old and had travelled nearly 90,000 miles, and the vehicle appears to have been priced to reflect this. It is reasonable to expect that this vehicle may well need repairs due to its circumstances such as age and mileage over the coming ownership period. Outside of the injector damage and associated parts, and the camshaft issue early on, I'm persuaded that the invoices show what I'd consider to be reasonable wear and tear maintenance on a vehicle in similar circumstances as this one, such as repairs to the suspension.

I acknowledge what Mr G has said about the most recent issue with the timing chain failure, and that this has failed in less mileage than a timing chain may on average be expected to last. However, I don't have the required evidence to persuade me that the most recent timing chain failure is due to a previous failed repair. I say this because I have no expert evidence stating that this is the case, alongside considering the age and mileage of the vehicle, and the mileage Mr G was able to travel between the camshaft and timing chain issues. A timing chain may well be expected to last longer than around 35,451 miles Mr G has been able to travel between invoices showing the issues. However, this is dependent on many factors such as the age and mileage of the vehicle, wear and tear including to other associated parts over that time can affect the life and effectiveness of parts like the timing chain, the servicing history of the vehicle, as well as things like driving styles. I've also considered that if the timing chain issue was down to a previous failed repair, I'd expect it to have presented itself much earlier than it has done in this case.

I acknowledge why Mr G is unhappy with having to have carried out the level of maintenance he has done and the impact that this has had on him. I understand Mr G strongly believes the vehicle was not of satisfactory quality due to the issues he encountered and the upkeep that has been required as shown by the invoices supplied.

However, having considered all of the above information and evidence, I'm not persuaded that the vehicle was of unsatisfactory quality due to the reasons I've explained above. As mentioned at the top of this decision, I hope Mr G is starting to feel better, I can see we have discussed circumstances with him, and if needed Mr G can be referred to services that may be able to help.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 20 October 2025.

Jack Evans
Ombudsman