

The complaint

Miss S complains about the quality of a vehicle she acquired through a hire purchase agreement financed by Oodle Financial Services Limited (Oodle).

What happened

In August 2024 Miss S acquired a used car through a hire purchase agreement financed by Oodle. The car was almost ten years old, and it had travelled around 99,000 miles at the time of supply.

Miss S said that the engine management light (EML) was illuminated the same day she got the car, along with tyre pressure warnings and an unusual noise from the engine. Miss S said the car wouldn't start in November 2024, and the battery was checked but wasn't the cause of the problem. The car was taken for repairs due to a problem with the starter motor, and a corroded wire was replaced.

Miss S said she continued to experience problems with the car and the EML illuminating intermittently, and she complained to Oodle about the quality of the car in January 2025. She said the car had been faulty since she acquired it, and she wanted a replacement.

In May 2025 Oodle arranged for an inspection of the car. The engineer reported that the vehicle was displaying common symptoms of the swirl flaps sticking in the inlet manifold. The engineer said the fault occurs due to general carbon deposits over time. They concluded, in summary, that a carbon deposit build up would be common in a vehicle of this age and mileage, however the low mileage since Miss S acquired the vehicle was a contributory factor to the build-up causing a fault, and so the vehicle was of satisfactory quality at the time it was supplied to Miss S.

Oodle sent Miss S their final response to her complaint in May 2025. They said there was no evidence of a failed repair, and they thought the vehicle was of satisfactory quality at the time it was supplied to Miss S. They didn't uphold her complaint.

Unhappy with this response, Miss S brought her complaint to this service for investigation. She said she'd had problems with the car from the outset, and she'd like to reject it.

Our investigator gave their view that whilst there was a fault with the car, they didn't think it made the car of unsatisfactory quality at the time it was supplied to Miss S, and so they didn't think Oodle needed to do anything further.

Miss S didn't agree. She said she'd had problems with the car from the outset, and she didn't think it was of satisfactory quality.

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.

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 £6,500. It was almost ten years old and had travelled around 99,000 miles at the time of supply.

When a person acquires a used car like Miss S'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 a serious issue sooner, is higher.

I've seen evidence that Miss S needed some repairs to the car relatively soon after acquiring it, with a corroded wire being replaced. I think the problems Miss S encountered early on were the kinds of things that a reasonable person might expect to see even relatively soon after acquiring a vehicle of a similar age and mileage to Miss S's, and so I find they didn't make the car of unsatisfactory quality at the time it was supplied to Miss S.

The engineer that inspected Miss S's car reported an ongoing fault with the swirl flaps, as a result of carbon build up over time. I haven't seen any evidence that this build up was beyond what a reasonable person would expect in a car of this age and mileage, and I recognise that the engineer concluded that such a build up would be common in a vehicle like Miss S's.

The engineer reported that stored fault codes in the car indicate that the fault relating to the swirl flaps first occurred at around 101,000 miles. So, Miss S was able to travel around 2,000 miles before this fault first occurred, and so I'm persuaded that any build up at the time Miss S acquired the car wasn't significant enough to mean the car had a fault at that time.

So, whilst I don't doubt that Miss S's car might now need some potentially significant repairs, I think, that at around ten years old and having covered over 101,000 miles, Miss S's car was at the point when a reasonable person might expect that some serious repairs may be needed considering its age and mileage. I haven't seen any evidence that any faults relate to anything other than general age-related wear of the vehicle.

As a result, I find that the car was of satisfactory quality at the time it was supplied to Miss S. Whilst what has happened is unfortunate, it is the risk of owning an older and higher mileage second-hand car like this one. I appreciate that having a car that requires repairs is stressful, and may be an expensive, experience for Miss S. 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 Miss S to accept or reject my decision before 25 December 2025.

Zoe Merriman
Ombudsman