

## The complaint

Mr M complains about the quality of a car that was supplied through a hire purchase agreement with Oodle Financial Services Limited trading as Oodle Car Finance (Oodle). Mr M is also not happy that he wasn't told about the issues before entering into the agreement.

## What happened

In April 2024, Mr M acquired a used car through a hire purchase agreement with Oodle. The car was about nine months old and had travelled around 896 miles when it was supplied. The cash price of the car was £26,995. An advanced payment of 6,695 is listed, so the total amount financed on the agreement was £20,000 payable over 60 monthly repayments.

Mr M explained that within a week of supply he brought the vehicle back to the dealership to address a fault. He said the car shakes and makes a loud noise when driving above 65mph. Mr M said the dealership agreed to fix the issue and ordered the parts; however later confirmed the issue was a characteristic of the vehicle and didn't pose any safety or mechanical failures.

In October 2024, Oodle issued their final response to Mr M's complaint which they upheld. In summary it confirmed Mr M complained to them in August 2024, that the dealership issued a response advising they were aware of the issue as it was a characteristic of the car and didn't hinder the vehicle's performance or usage. Oodle arranged an independent inspection of the car which concluded: *"when reaching 60-65mph the vehicle begins to shake with excessive cabin noise"*.

It confirmed the manufacturer was aware of an issue with the model of vehicle and that they didn't consider it posed any safety or mechanical issue, meaning there was no fault and therefore no repair that was necessary; although it acknowledge a steering wheel damper would reduce the vibrating effect, which it confirmed was fitted to Mr M's car. Oodle considered the repair was the steering wheel damper which was fitted and so no further action was required.

Unhappy with their decision, Mr M brought his complaint to our service where it was passed to one of our Investigators to look into.

Our investigator recommended that Mr M's complaint should be upheld. In Summary the Investigator concluded that the issue was a fault with the car and considered Mr M should be allowed to reject it.

Oodle didn't accept the Investigator's assessment. They responded to say that as the manufacturer had confirmed the issue was a characteristic; they didn't agree that it was a fault and that the car should be rejected. However, as the Investigator's opinion remained unchanged Oodle asked that the complaint be referred to an ombudsman for a final 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 is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

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 M complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr M's complaint about Oodle. Oodle is also the supplier of the goods under this agreement, and is responsible for a complaint about their 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.

Here, Mr M acquired a car which had covered 896 miles and cost around £26,995. The vehicle was less than a year old. So, I think a reasonable person would expect the quality to be superior to that of an older and more road-worn vehicle with higher mileage. I think they would expect the car to be free from any major defects and would expect trouble free motoring for both some time and distance.

From the information provided I'm satisfied there was a vibration that presented itself on the car when it exceeded certain speeds. This is confirmed by both parties and isn't in dispute. The independent inspection report concluded there was an issue with the car that would be the liability of the dealership. It said when driving over 60mph, "*the vehicle began to shake with excessive cabin noise*". The manufacturer, more generally, confirmed a vibration issue exists on the model of vehicle Mr M acquired, as a characteristic of the vehicle which posed no safety or mechanical issue.

Having considered there was an issue identified with the car, I've considered whether it was of satisfactory quality when it was supplied to Mr M.

Both parties agree the vibrations exist, the manufacturer has confirmed the issue exists on some units of the same model of car, although not specifying Mr M's car, it's consistent with the issue Mr M describes, so I'm satisfied it's relating to the same concern, i.e. that the vehicle presents vibrations when driven over a particular speed.

The Independent report, which hadn't commented on the manufacturer's findings described the vibrations as excessive cabin noise. So, although Oodle advised the issue was not confirmed as being a fault with the car, rather a characteristic of it, I'm satisfied that it's an issue which has led to the independent expert advising the car has an issue that requires repair. I'm also satisfied it's caused significant dissatisfaction to Mr M.

The manufacture describes the issue as a characteristic which requires a repair; however the issue hasn't been confirmed as being experienced on all units of that model. So, this means Mr M is likely to be experiencing an issue that is present on some of the units of the same model as his car, but not all of them. An issue which Oodle believes doesn't need repairing. In addition, Oodle has provided commentary from the manufacturer advising the fitting of a steering wheel damper may reduce the vibrations but hasn't confirmed that it could be eradicated altogether.

Mr M acquired a vehicle which was only nine months old, and which had less than 1,000 miles on the odometer. In consideration of this I think it's fair to say a reasonable person would expect the car would provide a driving experience similar to that of a brand-new one. For example, there wouldn't have been much use or significant time to develop excessive wear and tear.

All things considered, although the issue is not described as a fault by Oodle, and has been confirmed to offer no safety or mechanical issue, I think it's fair to conclude that Mr M has acquired a vehicle that offers a significantly unpleasant experience for him when driving at speeds which are not unusual and which is likely to be a daily occurrence. So, I think it's reasonable to conclude that the issue can be described as a fault, because it's not a characteristic that I'm aware was a selling point of the vehicle or one that was shared with Mr M prior to him entering into the contract, or that it's a feature of all units of that model. I don't consider it's reasonable to expect Mr M to have to endure it as a standard feature.

Having considered the car has a fault I'm satisfied that it was not of satisfactory quality when it was supplied, so Oodle will have to put things right for Mr M.

The issue occurred within the first six months from supply and Mr M has confirmed the issue still exists. So, under the CRA Mr M should be able to reject the goods as it doesn't conform to the contract.

In the circumstances I'll be instructing Oodle to collect the car, end the agreement and refund to Mr M his deposit. I'm in agreement with the Investigator that 50% of Mr M's monthly repayments from April 2024 fairly reflects the impaired usage he would have experienced in consideration of the mileage he completed in it.

And in consideration of the distress and inconvenience, Mr M has described how this has impacted him and his family, for example in not feeling safe in the car. overall, I think £250 fairly reflects this.

### **My final decision**

Having thought about everything above along with what is fair and reasonable in the circumstances I uphold this complaint and instruct Oodle Financial Services Limited trading as Oodle Car Finance to:

- end the finance agreement ensuring Mr M is not liable for monthly rentals after the point of collection
- collect the car at no additional cost to Mr M (if that has not been done already)

- refund Mr M's deposit/part exchange contribution; (if any part of this deposit is made up of funds paid through a dealer contribution, Oodle Financial Services Limited trading as Oodle Car Finance is entitled to retain that proportion of the deposit)
- pay a refund of rentals as directed in my decision from April 2024 to cover any loss of use, or impaired use, due to the quality issues
- pay Mr M £250 in compensation for any distress or inconvenience that's been caused
- remove any adverse information from the Mr M's credit file in relation to the agreement

Oodle Financial Services Limited trading as Oodle Car Finance should pay 8% yearly simple interest on all refunds calculated from the date of payment to the date of settlement.

If Oodle Financial Services Limited trading as Oodle Car Finance considers that it's required by HM Revenue & Customs to withhold income tax from the interest part of my award, it should tell Mr M how much it's taken off. It should also give Mr M a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 October 2025.

Benjamin John  
**Ombudsman**