

## The complaint

Mr K is unhappy that a car supplied to him under a hire purchase agreement with Oodle Financial Services Limited was of an unsatisfactory quality.

## What happened

In February 2025, Mr K was supplied with a used car through a hire purchase agreement with Oodle. The agreement was for £10,825.60 over 48 months; with an initial payment of £360.34, 46 monthly payments of £286.24, and a final payment of £336.24. At the time of supply, the car was approaching 11 years old and had done 94,279 miles.

Mr K had the car serviced in May 2025, where a leak from the gearbox sump and a failing shock absorber were identified. Mr K arranged for the gearbox leak to be fixed, at the cost of £450, and he complained to Oodle.

Oodle arranged for the car to be inspected by an independent engineer. This inspection took place on 12 June 2025 when the car had done 97,115 miles – around 2,800 miles after it was supplied to Mr K. The engineer found that a seal in the shock absorber had failed “*over time*” and this was causing a fluid leak. However, they said this was as a result of general wear and tear and wasn’t something that was present or developing at the point of supply.

Based on this report, Oodle didn’t uphold Mr K’s complaint. So, he brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said that, while Mr K had been able to provide an old service receipt that showed a slight leak from the gearbox sump in January 2022, this was when the car had done around 69,500 miles. The investigator didn’t think that the car would’ve been able to travel 27,000 miles in three years had this fault not been fixed, so they didn’t think this receipt showed the gearbox sump leak was present or developing on supply.

What’s more, as there was no other evidence to show the car was supplied with this issue being present or developing, the investigator said it was most likely as a result of age-related wear and tear and wasn’t something Oodle were responsible for.

The investigator also said that the faulty shock absorber had been confirmed (by the independent engineer) not to have been present or developing when the car was supplied and, as such, Oodle didn’t need to do anything more.

Mr K didn’t agree with the investigator. He said he’d had the gearbox sump leak repaired as this was an emergency repair, and had he not done so, he would’ve risked the gearbox failing. He also didn’t agree with the independent engineer’s report, saying that the engineer’s opinion didn’t constitute evidence and, as they hadn’t inspected the car before sale, they were not in any position to comment on its pre-sale condition. He said that, because shock absorbers should last 50,000 to 80,000 miles, the fact the fault occurred within 3,000 miles of purchase shows the car wasn’t of a satisfactory quality on supply.

Because Mr K didn’t agree, this matter 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr K was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Oodle are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Oodle can show otherwise. So, if I thought the car was faulty when Mr K took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Oodle to put this right.

I've seen a copy of the service invoice dated 8 May 2025, when the car had done 96,410 miles. On this invoice are two advisory items – "*O/S rear shock absorber has lost its fluid and requires replacing*" and "*leak from gearbox new sump would be required.*" As Mr K had the gearbox leak repaired before raising his complaint with Oodle, for understandable reasons (he was concerned that not repairing this would cause further damage to the car), I will deal with these two issues separately.

### Gearbox sump oil leak

Mr K has provided an invoice showing that he had a gearbox service on 15 May 2025, at the cost of £450. As this clearly states this was a service, I'm satisfied that the work was not a sump replacement, as was previously identified may be necessary.

This issue with the car was identified within the first six months of supply, so the CRA implies the issue was present upon supply, unless Oodle can show otherwise. As Mr K had the repairs completed before he complained to Oodle, by his actions he unwittingly denied them the opportunity to both inspect the car and repair it if necessary. Given this, I think it's fair and reasonable that the burden of proof shifts to Mr K, and it's for him to provide some evidence the gearbox issue was present or developing when the car was supplied.

Mr K has provided a service invoice for the car dated 7 January 2022. This related to a service that was undertaken by a previous owner when the car had done 69,502 miles. There is an advisory on this invoice for "*slight oil weep from gearbox sump.*"

I've reviewed the MOT guidelines, and these confirm that minor weeping or residue that doesn't drip or cause a puddle larger than 75mm in diameter within 5 minutes of idling, is treated as an advisory and not a fail. I've also reviewed the MOT record for the car, and there are no failures or advisories for any oil leaks.

The car passed an MOT test on 14 August 2021 and again on 15 August 2022. Given the date of the previous service invoice, and the lack of any failure or advisory points relating to any oil leak, I'm satisfied that the "*slight oil weep from gearbox sump*" occurred after August 2021, and was repaired by August 2022 – over two years before the car was supplied to Mr K. What's more, as there was no reference to any oil leaks on the MOT tests that took place on 5 August 2023 or 27 July 2024, I'm also satisfied there were no oil leaks up to the date of the last MOT test before the car was supplied to Mr K.

While the invoice of 8 May 2025 indicates a replacement gearbox sump may be required, it makes no comment on whether this issue was likely present or developing when the car was supplied to Mr K. Nor does the invoice of 15 May 2025. Mr K hasn't provided any other evidence, for example a letter from the garage who did the work on the car in May 2025, that indicates the issue with the gearbox was present or developing when the car was supplied.

As I've already said, the invoice for 15 May 2025 clearly shows the work carried out was a gearbox service, and the manufacturer's guidelines are that a gearbox service should be carried out every 50,000 to 75,000 miles. As such, with a car that's done 96,410 miles, it would be fair to conclude that a gearbox service was either overdue (based on the 75,000 miles) or was falling due (based on every 50,000 miles). And servicing is a regular maintenance issue that is Mr K's responsibility, not Oodle's.

Given all the above, and that the MOT test that took place on 13 August 2025 also didn't indicate any oil leaks, on the balance of probabilities I'm satisfied the leak from the gearbox sump found in May 2025 wasn't related to the issues in 2022, and actually related to the need for the gearbox to be serviced – once a service was carried out, the leak was no longer present. As such, I'm satisfied this issue didn't make the car of an unsatisfactory quality when it was supplied, and I won't be asking Oodle to reimburse Mr K the cost of the gearbox service he had carried out in May 2025.

### Shock absorber

The service invoice for 8 May 2025 confirms that a shock absorber had lost its fluid and required replacing. When a shock absorber has a severe leak, such as one caused by a failed seal, or one that causes the damping to be ineffective, this would cause an MOT failure. Given how the condition of the shock absorber is described in the 8 May 2025 invoice, I'm satisfied this would not pass an MOT. However, as I've said above, the car passed an MOT on 27 July 2024 without any advisory points. I'm therefore satisfied of the condition of the shock absorber in July 2024.

But the MOT test was still six months before the car was supplied, so Oodle can't rely upon this to show the condition of the car upon supply. As such, they have provided a report from an independent engineer. While I appreciate that Mr K doesn't accept this report, I've noted the engineer has confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon.

I've read this report, as well as the engineer's subsequent comments following the queries raised by Mr K. And these clearly state the issues with the shock absorber weren't present or developing when the car was supplied to Mr K, and that "*113 days and 2,836 miles is more than ample time for such [a] fault to develop.*"

Mr K has said that shock absorbers should last 50,000 to 80,000 miles, and the fault occurred within 3,000 miles of purchase. If Mr K had been supplied with a brand new car, or if there was evidence that the car had been fitted with new shock absorbers at, or shortly before, the point of supply, I would agree with Mr K that the shock absorbers weren't sufficiently durable.

But this wasn't the case – Mr K was supplied with a car that was almost 11 years old and had travelled over 90,000 miles. While Mr K has commented that the age and mileage of the car have no relevance to the complaints he's raised, I disagree. When considering when consumable items such as shock absorbers need replacing, the age and mileage of the car is highly relevant.

While Mr K doesn't agree with the independent engineer's conclusions, he hasn't provided anything, for example a report from a different independent engineer or independent garage, that says the issue with the shock absorber was present or developing when the car was supplied. And the 8 May 2025 invoice is also silent on this point. The age and mileage at the point of failure shows me that this wasn't a durability issue, and the independent engineer has confirmed the mileage Mr K drove the car after supply was more than sufficient for the issue to develop.

Therefore, and while I appreciate that Mr K won't agree with me on this, I'm satisfied the car was of a satisfactory quality when it was supplied to him, and I won't be asking Oodle to take any further action.

### **My final decision**

For the reasons explained, I don't uphold Mr K's complaint about Oodle Financial Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 February 2026.

Andrew Burford  
**Ombudsman**