

## **The complaint**

Mr E complains about the quality of a vehicle that was supplied through a motor finance agreement with Oodle Financial Services Limited (Oodle).

## **What happened**

In December 2023, Mr E acquired a used car through a hire purchase agreement with Oodle. The car was around eight years old and according to MOT records had travelled around 98,651 miles when it was supplied. The cash price of the car was £6,795.

Mr E was due to make an initial instalment of £205.72 followed by 58 instalments of £155.72 followed by a final repayment of £205.72

Mr E said that in February 2024, he reported an oil leak to the dealership, and the following month a third-party garage inspected the car and identified the following issues:

- Oil leak from the turbo
- Brakes binding & pads worn
- Worn suspension components
- Cam casing cover issue
- EGR (exhaust Gas Recirculation) blowing & missing bolt
- Cam belt requiring replacement

Mr E said that the dealership collected the car for repairs on 17 April 2024 and returned it to him on 13 May 2024.

Mr E says that on 25 April 2025, a service inspection carried out confirmed that none of the issues identified earlier had been repaired, although it found a snapped turbo pipe, a loose ball joint and other faults. Mr E said the garage didn't release the car due to it being unsafe to drive.

Mr E believes the car was supplied to him in a condition that was of unsatisfactory quality and despite the repairs the issues have remained. To resolve things Mr E wants to cancel the agreement, return the car and receive a full refund of all his repayments made including his deposit and repair costs incurred.

Unhappy with the situation, Mr E brought his complaint to our service where it was passed to one of our Investigators to look into.

In June 2025, Oodle issued their final response to Mr E's complaint. In summary it confirmed that Mr E arranged an independent inspection of the car which they received a copy of in June 2025. It noted the inspection report concluded that it was unable to attribute the issues with a failed repair given the mileage covered since the repairs. It advised the cambelt cover would not be down to wear and tear.

Oodles' response concluded that it was unable to agree that the issues were present or developing at the point of sale or were because of failed repairs, so it didn't uphold the complaint.

In September 2025, our investigator issued their view and recommended that Mr E's complaint should not be upheld. In summary the Investigator concluded that there wasn't enough evidence to say that the repairs had failed or that the current issues were likely to have been present or developing when the car was supplied.

Mr E didn't accept the Investigator's view and asked that his complaint be referred to an ombudsman for a final decision. However, he made some further points for the ombudsman to consider which included:

- The faults were not ordinary wear and tear and appeared to be due to inadequate repairs
- Mileage doesn't negate causation
- The car was declared unsafe
- The missing cambelt cover demonstrate incomplete repairs
- Concerns over the authenticity of the handwritten repair record

### **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 E 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 E'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 E acquired a used car which had covered around 98,000 miles and which cost around £6,795. So, I think a reasonable person would not have the same expectation of quality in comparison to a newer model, which had less mileage.

From the information provided I'm satisfied the car had a fault, this is apparent from the independent inspection report dated in May 2025 which advised there was a severe engine oil leak and a leak from the turbocharger area. It also advised the ball joints required replacing. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

### *Satisfactory quality*

Mr E is persuaded that the earlier issues that were identified by the third-party garage are the same issues which were identified on the independent inspection report which means the repairs were inadequate or had failed.

Mr E provided an invoice from a third-party garage dated in April 2024, which listed several components and their cost to be replaced. The components included, but were not limited to, the cam cover, turbo oil feed pipe, oil return pipe, oil filter, EGR, and oil. However, the invoice doesn't provide commentary that the components were inherently faulty or that they had failed prematurely.

Under the CRA a trader is given an opportunity to complete repairs on faulty goods. Mr E confirmed the dealership collected the car in April 2024, to carry out repairs to it, and although Mr E says the repairs weren't completed, he didn't report any further issues until around a year later after a service inspection was carried out.

In May 2025, at the point of the independent inspection, the mileage recorded was 120,393. This means Mr E was able to travel around 22,000 miles since acquiring the vehicle and around 15,000 miles since the repairs were carried out. Given the mileage covered I think it's likely the current issues are likely to be a cause of in-service wear and tear.

The independent inspection report concluded that none of the issues could be linked to failed repairs, and even with the knowledge of the previous repairs it advised its original conclusions hadn't changed.

I recognise what Mr E has said about the issues not being wear and tear or that mileage shouldn't negate causation, however I've considered the independent inspection report was completed by an expert vehicle inspection specialist, and so I think it's reasonable to take their findings with considerable weight.

All things considered, and from the evidence provided, I'm satisfied that the car was repaired as per the expectations under the CRA and so it follows that I don't consider the current issues make the car of unsatisfactory quality, and I don't consider Oodle needs to take any further action in relation to this complaint.

### **My final decision**

My final decision is that I don't uphold Mr E's complaint about Oodle Financial Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 15 January 2026.

Benjamin John  
**Ombudsman**