

The complaint

Mr R complains about a car supplied to him using a hire purchase agreement taken out with Oodle Financial Services Limited (“Oodle”).

What happened

Towards the end of August 2025, Mr R acquired a used car using a hire purchase agreement with Oodle. The car was over eight years old, the cash price of the car recorded on the agreement was £19,995, the agreement was for 60 months, made up of an initial payment of £682.01, followed by 58 regular, monthly repayments of £632.01, followed by a final payment of £682.01, which included a £50 option to purchase fee.

Mr R said he experienced issues with the car shortly after acquiring it. Mr R took the car to a manufacturer dealer for a health check in early September 2025 with a recorded mileage of 92,875 miles. Mr R believed the report demonstrated that the car wasn't supplied of satisfactory quality. The issues Mr R's thought were faults with the car are listed below:

- Rear brake pad and discs needed replacing as they were significantly worn.
- Front brake discs were the incorrect size for the car.
- Rear lower spring mounts needed replacing due to being worn.
- Front curved-arm suspension bushes needed replacing due to being worn.
- Front differential input seal was leaking oil.
- Rear wiper and washer was inoperative.
- The undertray was damaged and the rear jacking point was missing.

Other than the issues with the front brake disc and rear brake pads and discs requiring immediate attention, all other issues identified on the health check were listed as an advisory. Mr R said he stopped using the car immediately and asked to reject it and informed both the dealership and Oodle.

Oodle issued their final response to Mr R in October 2025. They explained that the dealership hadn't been able to identify any faults with the car and that an MOT was completed after it was returned, and the car passed it. Oodle also explained that Mr R was informed at the point of supply about the front brake pad issue. So, they explained to Mr R that they were unable to support the rejection of the car.

Unhappy with Oodle's response, Mr R referred his complaint to our service.

Mr R supplied a report completed by a third-party garage who didn't inspect the car but reviewed the health check completed in early September 2025. The report concluded that the car wasn't in a satisfactory condition at the point of supply.

Our investigator contacted the manufacturer garage that conducted the health check and he was informed that the brake disc that was fitted to the car wasn't an original equipment manufacturer (“OEM”) part and that it likely would have been sufficient to pass a MOT.

Our investigator issued his view and in summary he explained that he didn't think there was a fault with the car, but rather those issues identified were wear and tear issues. The investigator also thought it was reasonable that some parts wouldn't be OEM on a second-hand car. And so, the investigator didn't uphold Mr R's complaint.

Mr R disagreed, and among other things, believed the issues identified were mechanical faults with the car which were present at the point of supply. Mr R said the issues were long term defects and not age related wear and tear.

As Mr R disagreed with the outcome reached by our investigator, the complaint 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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr R complains about a car supplied to him under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mr R's complaint about Oodle.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – Oodle here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Mr R acquired was used, over eight years old, had been driven over 90,000 miles and cost almost £20,000. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

Had the car developed a fault?

Mr R strongly believes the car had several faults to it. In support of this, he supplied a health check which was completed by a manufacturer garage within a few days of the car being supplied to him. The report listed several issues of the car, most of which were listed as advisories. While I appreciate it must have been frustrating that the car was identified to have several advisories to it, my understanding is that an advisory doesn't mean that the issue in question requires an urgent repair or is an immediate safety issue; but rather that work to rectify the issue may be required soon, not immediately.

With that in mind and thinking about the condition of the car in general terms when it was supplied, I would expect a car over eight years old and having been driven over 90,000 miles to likely have some advisories to it.

I'm not satisfied that the issues identified as advisories in the health report produced in early September 2025 are faults with the car, but rather wear and tear issues, which are commensurate of its age and price at the point of supply.

Turning my attention now to the items which were listed as requiring immediate attention in the health check – those being the front brake discs and the rear brake pads and discs.

In relation to the front brake discs, I accept that this isn't a wear and tear issue, given that an engineer has confirmed in the health check that an, "*incorrect size [was] fitted*". It also isn't in dispute here that the brake discs fitted to the front of the car aren't OEM parts. But I'm mindful that this doesn't necessarily mean the car had a fault or made the car of unsatisfactory quality. Again, given the age of the car and that it was a second-hand vehicle, I think it is reasonable to expect it to not have all OEM parts.

I'm mindful that the car has passed its MOT a few days after the point of supply and so I'm not satisfied that the front brake discs that were supplied with the car made the car defective.

Similarly, in relation to the rear brake pads and discs, I'm mindful that the car passed its MOT a few days later. While I appreciate the health check recorded these items as requiring immediate attention, having listened to the video which was put together by the engineer who inspected the car, I have noted he said:

"... they are just starting to wear into those brake pad wear sensor wires now, so it won't be too long until you might get a brake pad wear warning appear on your dashboard..."

I have inferred from this comment, that while the rear brake pads and discs are worn, they haven't worn enough for a warning light to appear on the car's dashboard.

So, I'm not satisfied that the rear brake pads and discs make the car defective or means the car was supplied of unsatisfactory quality.

In addition to the health check, I have considered the additional report Mr R has supplied by a third-party. While I appreciate the comments made within it, it doesn't persuade me to conclude that there was a fault with the car in relation to the issues identified, which made the car of unsatisfactory quality.

Considering the above, I'm satisfied the car was supplied to Mr R of satisfactory quality.

My final decision

For the reasons I've explained, I don't uphold this complaint. So, I don't require Oodle Financial Services Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 February 2026.

Ronesh Amin
Ombudsman