

The complaint

Mr T complains about the quality of a car supplied to him by Oodle Financial Services Limited.

What happened

Mr T entered into a hire purchase agreement with Oodle in December 2024 for the supply of a used car. The car was around six years old and had covered approaching 106,000 miles when supplied.

In April 2025, the car broke down. Initial suggestions were that the timing chain had failed, but over a period of months, there are engineer reports and job sheets saying that there may have been some fuel contamination, before Mr T got another engineer report in January 2026 which said the cause was that the timing chain had failed.

Mr T complained to Oodle, and they issued a final response letter (FRL) in August 2025 and didn't uphold it. They said that they felt after an independent engineer had inspected the car, that no faults were present or developing at the point of sale.

Mr T brought his complaint to our service, and an Investigator gave their opinion in January 2026 that Oodle didn't need to do any more. They concluded that whether it was a timing chain failure, or fuel contamination, the car would have been of satisfactory quality when it was supplied, as Mr T had been able to drive for around 3,000 miles before the failure occurred.

Mr T didn't accept this and asked for an Ombudsman to make a final decision. He said that he doesn't feel Oodle have proved the car was of satisfactory quality when supplied, and suspected fuel contamination isn't proof of what happened. He feels a timing chain failure can't be categorised as normal wear and tear and cast doubt on the conclusions of the engineer reports. The case has come to me 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.

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 T 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. But where a fault is identified after the first six months, the CRA implies that it's for Mr T to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr T 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.

In reading the case file, I think things have got incredibly confused and unnecessarily complicated here, so in this decision, I will deliberately focus on the facts as they exist and can be verified.

There are two things in the above explanation of the CRA which are key here. The first is the description that a reasonable person would consider things like the age and mileage at the time of sale to decide on satisfactory quality. As has been discussed, the car here was over six years old and had covered approaching 106,000 miles when supplied. As such, the reasonable person would expect many parts of the car to be wearing out and close to the end of their normal lifespan.

The second key thing here is the word "fault". In the context of the CRA, anything which is simply a part wearing out or reaching the end of its normal expected lifespan, is not a "fault". So, whether it presents inside the first six months or not doesn't matter, as it is "wear and tear", not a fault.

There has been considerable argument here and several mechanical reports debating what has actually gone wrong with the car, and what caused the vehicle to fail. One argument which the original supplying dealership made who seem to have seen the car first, and then Mr T has presented in a later January 2026 engineer report, is that the timing chain has failed. I suspect this is the most likely underlying cause, and one of the things we see regularly when a timing chain fails is that it causes other problems, as once a chain loosens or snaps, it can impact other parts of the engine and can cause knock-on issues.

The other argument is that there has been some fuel contamination of some sort. The suggestion from the reports in the summer of 2025 was that some sort of water like contamination of the fuel has occurred, and this contamination may have gone on to indirectly cause damage to the engine.

The investigator at our service has said that whichever was the underlying cause of the engine failure, they don't believe it was present or developing at the point of sale, so Oodle wouldn't be responsible for repairing the car. I am satisfied that this argument is correct, and based on the evidence that has been presented, I agree with this conclusion.

If fuel contamination was the main underlying cause of the breakdown, it's most likely that this occurred due to something that has occurred during Mr T's ownership. It seems

incredibly unlikely that some sort of contamination had occurred prior to the car being supplied and only presented problems after four months and three thousand miles of driving.

If a timing chain failure has caused the breakdown, I'm satisfied that this wasn't present or developing at the point of sale, and that it's something which will have built up over the lifetime of the vehicle and resulted unfortunately in the chain breaking or stretching as it reached the end of its normal lifespan.

In asking for this decision, Mr T has said that the timing chain is designed to last the lifetime of this vehicle. I don't agree with this statement, as the lifespan of the timing chain would very much depend on how the car has been driven, and how well it has been maintained, neither of which we've been provided any details of, and some of which Mr T won't even be able to find out.

If I look online at suggestions for the lifespan of the timing chain for this model, there are some suggestions it can last a lifetime or certainly over 150,000 miles but also noted is that due to wear it can be considerably less. It's also noted by many that it's advisable to undertake preventative inspections or replacement to avoid engine failure if it breaks.

On the basis that we don't know how the car has been used or driven or maintained prior to Mr T's ownership, I'm satisfied that the timing chain has most likely failed as it reached the end of its normal lifespan and has worn out. I'm sorry that this has happened, and empathise with Mr T, but this doesn't make Oodle responsible for repairing the car. The car was supplied having already covered 106,000 miles, and as Mr T was able to drive it for three to four months and cover 3,000 miles before the problems, I'm satisfied that any timing chain failure wasn't a fault that was present or developing at the time the car was supplied.

Mr T has also mentioned durability as a consideration. The CRA would say that durability is a key consideration, but for a car that had covered around 109,000 miles at the point of failure, I'm not persuaded that a timing chain failure makes the car not durable under the CRA. And as I've said above, any fuel contamination is very unlikely to have happened before the car was supplied to Mr T.

Mr T has concerns that Oodle placed too much weight on the July 2025 findings and argues that those findings rely on what the supplying dealership has told the engineer, and don't rely on the mechanical facts. I believe his argument is that the fuel contamination is unproven outside of what the supplying dealership have told the engineer. But as I've explained above, if ultimately the cause of the engine failure was a timing chain failure, which I would agree is most likely, I still don't believe Oodle are responsible for this.

Mr T has also said that he feels that it isn't fair for him to be responsible for the costs of repairs after the engine failure based on speculative explanations rather than definitive proof. I understand his argument, but even if I agreed with Mr T that the fuel contamination theory was unproven, that leaves a timing chain failure, which his January 2026 engineer report says was the cause. And if this is what happened, I'm afraid Oodle aren't responsible for this, as it's a part which has unfortunately worn out due to the age and mileage of the car. The fact this has happened inside the first six months doesn't make a difference, as it isn't a fault in the eyes of the CRA, it's the normal end of life for this part.

When acquiring a car that has already covered over 100,000 miles, it's reasonable for a consumer to expect parts will start wearing out quite quickly, and it may be considered prudent to carry out some preventative maintenance or examinations to ensure something like this engine failure can be avoided.

I'm sorry for Mr T that this has happened, but I'm not persuaded that the car was of unsatisfactory quality when supplied. I won't be asking Oodle to do anything more.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 28 April 2026.

Paul Cronin
Ombudsman