

## **The complaint**

Miss K complains about the quality of a car supplied by Oodle Financial Services Limited ('Oodle').

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

In December 2023 Miss K took out a hire purchase agreement with Oodle for a used car.

Miss K says that she started noticing faults with the car and has been trying to get it repaired.

Miss K complained to Oodle around October 2024 and it responded in November 2024. In summary, Oodle said that some repairs were carried out previously and Miss K had not provided evidence showing the car was of unsatisfactory quality. So it rejected her complaint.

Our investigator did not uphold the complaint so it has been escalated to me to make 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

In considering what is fair and reasonable, I need to have regard to 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.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Oodle is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory".

The Consumer Rights Act 2015 says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account 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 take into account might include things like the age and mileage at the time of sale and the vehicle's history.

The Consumer Rights Act 2015 ('CRA from now on') says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of goods.

Oodle supplied Miss K with a second-hand car that was around 3.5 years old and had done around 65,100 miles at the point of supply. The dealer priced it at £9,430 which is less than what a new or newer model with less mileage would cost. It is fair to say that in these circumstances (particularly noting the mileage) a reasonable person would consider that the car had already suffered notable wear and tear – and was likely to require more maintenance than you might see on a newer, less road worn model. And I can't see evidence that the dealer described the car in such a way that would alter those expectations.

From the information I have seen Miss K raised several things with the dealer shortly after the car was supplied. Many of the issues appear to be minor cosmetic issues – which you would reasonably expect on a second-hand car. However, it appears that the dealer resolved these issues in any event.

However, some issues are arguably not reasonable so soon after supply if they relate to confirmed faults such as Miss K raising a strange smell from the AC along with a gearbox and clutch issue (Miss K said the former seemed 'a bit stiff' and the latter 'a little off'), and issues with Bluetooth connection on the radio. However, from the information I have I can see the dealer appears to have looked into these issues around the start of 2024 and was unable to find any faults here. And despite not identifying issues it still carried out a software update and antibacterial treatment. So prima facie – I am not satisfied that the early interactions by the dealer persuasively show a breach of contract between Miss K and Oodle.

I can see Miss K continues raising issues with the smell and the Bluetooth/Radio connection over correspondence with the dealer. But the dealer said it was all tested and fine. Later on Miss K also mentions issues with some seals coming away. And also how she feels the clutch and gearbox are still not right.

This is a second-hand car so issues with seals are arguably fair wear and tear. Especially noting that Miss K appears to have made extensive use of the car since taking supply of it. I note that in the first year alone (based on the November 2024 MOT being 86,915 miles) the car had covered 21,000 miles. However, I note that the dealer appears to have agreed to repair these in any event.

Furthermore, there isn't persuasive evidence the car is suffering from a fault causing a smell or that there are ongoing issues with the clutch and gearbox or radio/Bluetooth (noting that connection issues can be down to a range of variables including the connecting phone or reception). Because the issue has already been investigated by the dealer and no fault was found I don't consider it unreasonable for Miss K to have sought out her own independent report – however, I don't think she has done so here.

Things are complicated further noting Miss K has continued to make extensive use of the car. At the time she complained to Oodle she was approaching 20,000 miles in the car during her possession of it. And as of December 2025 the total mileage covered by the car appears to be almost 100,000 which makes it difficult to conclude that it likely had major inherent mechanical problems with the clutch or gearbox at the point of sale. Or that the car is not reasonably durable in all the circumstances here.

I appreciate Miss K considers her concerns have not been heard. However, although I have considered what she has said carefully the evidence she has provided to support her claims

has been limited. Overall the issues with the car appear to be part of a reasonable expectation in buying a second-hand car with over 65,000 miles on the odometer. Or issues that have not been shown to be faults in the first instance.

If Miss K is unhappy with my decision she is able to reject it. She can also consider taking the matter by a more formal avenue (such as court) if she wishes.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 5 May 2026.

Mark Lancod  
**Ombudsman**