

The complaint

Mrs G complains about the quality of a car she has been financing through an agreement with Oodle Financial Services Limited, who I'll call Oodle.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint Mrs G, but I'm not persuaded that Oodle have done anything wrong here. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

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.

Mrs G acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Oodle, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is 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. When we think about whether a car has been of satisfactory quality the relevant legislation also explains that we should consider whether the car has been durable.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mrs G. The car here was about three and a half years old and had already completed about 31,000 miles.

An older car with a higher mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

As the faults Mrs G has referred us to happened after she'd been in charge of the car for over a year, and after she'd been able to cover about 12,000 miles in the vehicle, I think the onus was on her to demonstrate that the faults were present when the car was supplied to

her. I'm not persuaded she's been able to do that.

The turbo hasn't been retained and a further inspection can't therefore be arranged. However, I note the warranty didn't cover the fault, and that there was no indication of a sudden failure. On that basis I don't think I have sufficient evidence to fairly suggest the turbo had failed because it hadn't been adequately durable.

I was sorry to hear that the repairs completed to the turbo hadn't resolved matters. I note Mrs G has provided some evidence of additional faults. I've seen, for instance, that there was an SOS warning light, and a boost pressure sensor fault. I've not seen any expert mechanical testimony that would suggest those faults were present or developing at the point of supply, and as Mrs G has completed about 12,000 miles in the car it seems unlikely.

I don't, therefore, think Oodle have been unreasonable in rejecting Mrs G's claim and I'm not asking them to take any further action.

My final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 27 November 2023.

Phillip McMahon
Ombudsman