

## **The complaint**

Miss C complains that a car acquired with finance from Oodle Financial Services Limited trading as Oodle Car Finance ("OFS") wasn't of satisfactory quality.

## **What happened**

In October 2022 Miss C was supplied with a car and entered into a hire purchase agreement with OFS. At the point of supply the car was around 10 years old and had covered around 47,000 miles.

Miss C experienced issues with a chip in the windscreen and the bonnet latch within a short time of getting the car. Miss C later experienced issues with the fuel pump and brake callipers.

Miss C said that the car was advertised as having a full-service history, but the service book suggests otherwise.

Miss C raised a complaint with OFS. She said she wasn't happy with the vehicle, and she wanted to reject it and end the finance agreement.

OFS said it would arrange an independent inspection to see whether the car was of satisfactory quality. Miss C arranged for repairs to be carried out to the fuel pump and the brakes. In its final response, OFS said that as repair work had been completed there was nothing to investigate, and it would cancel the inspection. OFS said it wouldn't reimburse the cost of repairs as these were unauthorised.

Miss C remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said that OFS had handled the complaint fairly and reasonably.

Miss C didn't agree so I've been asked to review her complaint.

## **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.

The Consumer Rights Act is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of goods includes their general state and condition, as well as fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Miss C was around 10 years old and had covered around 47,000 miles. So, it's reasonable to expect that the car would already have a degree of wear and tear and that it was likely to require repairs sooner than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first 6 months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's generally up to the business to put things right. The business is allowed one opportunity to repair the fault. If the repair isn't successful, the consumer can reject the car.

Where a fault occurs outside of the first 6 months the burden of proof is reversed and it's up to the consumer to show that the fault was present or developing at the point of supply.

I've reviewed the available evidence about the issues which Miss C experienced with the car. Based on what I've seen, I'm satisfied that the car had faults. I say this because I can see from the notes provided by OFS that the windscreen and the bonnet catch were repaired soon after the inception of the agreement. I've also seen invoices showing that Miss C had repairs carried out to the brakes (callipers and pads) and the fuel pump.

I've gone on to consider whether the car was of satisfactory quality when it was supplied.

The issue with the windscreen and the bonnet occurred very soon after Miss C got the car. I can see that OFS paid for repairs to be carried out. So, whilst it could be said that these faults made the car of unsatisfactory quality, the business has carried out repairs which is in line with its obligations under the relevant legislation. I haven't seen any evidence to suggest that these repairs weren't successful.

In or around April 2023 Miss C experienced issues with the brakes and the fuel pump. She raised a complaint with OFS on 4 April 2022. OFS tried to arrange an independent inspection of the car to establish whether the faults had been present at the point of supply. However, before the inspection could be carried out, Miss C had repairs completed. Because of this, the inspection never went ahead.

Just because there's a fault with a car doesn't mean that it wasn't of satisfactory quality when it was supplied. In this case, although I can see that repairs have been carried out to the fuel pump and the brakes, there's nothing in the repair invoices which says that the faults would have been present or developing at the point of supply.

I can see that Miss C had been driving the car for almost 5 months when the issues with the fuel pump and the brakes occurred. During this time, she'd managed to cover almost 3000 miles in the vehicle. If the faults had been present at the point of supply, I don't think it would've been possible for Miss C to drive the car for this length of time and cover the mileage she's covered.

I can also see from the information provided that the car passed a MOT in October 2022 with no advisories. If there had been faults with the fuel pump and/or the brakes at the point of supply, I think these would've been identified at the MOT.

Brakes are a serviceable item and it's reasonable to expect that the component parts of the brakes will need to be replaced during the lifetime of a car. And although fuel pumps can generally be expected to last for up to 100,000 miles, they can also fail suddenly or develop faults as a result of corrosion or contamination or general wear and tear. In this case, and without an independent inspection report to establish the cause of the failure of the fuel pump, I'm unable to say that this was an inherent fault with the car which made the car of unsatisfactory quality.

I appreciate that Miss C has spent a considerable amount of money having the car repaired. I understand that she's frustrated about this. However, as I've already said, it's reasonable to expect that a second-hand car will require repairs sooner than a brand-new car. Because

there isn't enough evidence to persuade me that the car wasn't of satisfactory quality when it was supplied, I'm unable to hold OFS responsible for the costs of the repairs.

Miss C has also queried the service history of the car. She's provided a copy of the advertisement which indicates that the car had a full-service history. She's also provided a copy of her service book which suggests that the car hasn't been serviced since 2018.

There's no evidence to suggest that servicing – or a lack of servicing – was a cause of any of the issues which Miss C experienced with the car. So, whilst there may be unanswered questions about the car's service history, this isn't relevant to my determination of Miss C's complaint about the quality of the car.

I appreciate that this isn't the outcome that Miss C was hoping for. However, for the reasons I've explained, I haven't seen enough evidence to persuade me that the car was of unsatisfactory quality when it was supplied, so I can't fairly hold OFS responsible for the issues which Miss C experienced and/or the repairs she had done.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 31 January 2024.

Emma Davy  
**Ombudsman**