

The complaint

Mr S complains about the quality of a car he 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 Mr S, but I think Oodle have been reasonable 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.

Mr S acquired his car under a hire purchase agreement. This is 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.

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 Mr S. The car here was a little over six years old and had already completed about 59,767 miles.

The relevant legislation allows a business one opportunity to repair a car when a fault is identified that was present or developing when the car was supplied.

Mr S has identified several faults with his car and the dealership has offered to repair them. They've not had that opportunity yet, and Oodle's final response letter explains that although the dealership is a considerable distance from Mr S's home, the cost of transportation will be covered, and that the dealership have accepted responsibility for repairs. Oodle have also offered Mr S £100 as a goodwill gesture and, all told, I think their response has been reasonable. If further faults occur after the repairs are completed, and if those further faults can be shown to have been developing from the point of supply, or demonstrate the car isn't

suitably durable, then Mr S may have rights to reject the car. But, in the first instance the business are entitled to try to repair it, and I don't therefore think Oodle have done anything wrong here.

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 Mr S to accept or reject my decision before 25 September 2023.

Phillip McMahon
Ombudsman