

The complaint

Mr D complains that a car acquired with finance from Oodle Financial Services Limited trading as Oodle Car Finance wasn't of satisfactory quality.

What happened

In November 2021 Mr D was supplied with a car and entered into a finance agreement with Oodle.

At the point of supply the car was around 9 years old and had covered around 92,717 miles.

Within a week of getting the car, Mr D experienced some issues with the turbo. The turbo, the vacuum filter and the pressure pump were replaced under warranty in January 2022.

In March 2022 the throttle activator and the rear wiper motor were replaced under warranty.

Mr D experienced further issues with the car in October 2022. The transmission was repaired.

Mr D raised a complaint with Oodle about the quality of the car. Oodle didn't uphold the complaint. It said it hadn't been provided with an independent inspection report to confirm the faults. It offered Mr D £542 in settlement of his complaint, which included £111.70 towards his travel costs and £430.30 towards the £800 excess which Mr D's warranty provider had charged him towards repairs.

In January 2023 Mr D experienced further issues with the car. the car lost power whilst it was being road tested following repairs. The repairing garage refused to carry out further work. The warranty provider agreed to replace the intercooler and the diverter valve control solenoid but said that in their opinion, the engine had suffered internal damage caused by the defective intercooler. The warranty company refused to carry out any more repairs after this. Mr D obtained a quote for a replacement engine and raised a further complaint with Oodle.

Oodle arranged an independent inspection of the car which took place in February 2023. The report concluded that further investigations were necessary to identify the cause and extent of the issues. The report stated that the current faults weren't present at the point of supply and weren't associated with the previous repairs.

Based on the findings of the report, Oodle didn't uphold Mr D's complaint. It spoke to the dealership to see if it was willing to contribute towards a replacement engine but the dealership refused. Oodle offered to reimburse Mr D's travel costs as a gesture of goodwill.

Mr D remained unhappy and brought his complaint to this service. He doesn't think that the car was of satisfactory quality at the point of supply and wants to reject it. He says he's been unable to use the car since January 2023 and has had to purchase another vehicle.

Our investigator didn't uphold the complaint. They said that although there was a fault with the car, there was no evidence that the fault was present or developing at the point of

supply, or that the fault was associated with the previous repairs. The investigator concluded that the fault was likely to be due to reasonable wear and tear.

Mr D didn't agree. He said he'd experienced many faults since purchasing the car, and said he'd paid for some of the repairs himself. He said he didn't think the car should've passed a MOT in 2021 because it had an illegal number plate, for which it failed a MOT the following year. Mr D challenged the independent inspection report and said he knew that the intercooler had nothing to do with the engine because he was a qualified mechanic. Mr D also said that he hadn't received the goodwill payment of £350 which Oodle said it would pay to him.

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 the goods includes their general condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

I would expect a second hand car – such as that supplied to Mr D – to have a degree of wear and tear and to require repair more often than a brand new car. So, in order to uphold this complaint, I would need to be satisfied that there was a fault with the car which was present at the point of supply, as opposed to a fault which occurred due to general wear and tear.

I've reviewed all of the available evidence about the issues which occurred with the car. Based on what I've seen, I'm satisfied that there's a fault with the car. I say this because the diagnostic reports state that the car is misfiring. And the independent inspection report states that the engine misfires, surges and stalls.

Just because there's a fault doesn't mean that the car wasn't of satisfactory quality when it was supplied. I've reviewed all of the available evidence to determine whether the car was of satisfactory quality when it was supplied to Mr D.

At the point of supply the car was around 9 years old and had covered around 92,700 miles. The first issue with the car related to the turbo, vacuum filter and pressure pump. Mr D has told this service that these issues occurred within the first two weeks of him getting the car. Mr D accepted repairs of these issue under the warranty.

The second issue with the car related to the throttle and rear wiper motor in March 2022. Mr D accepted repairs of these issues under the warranty.

I haven't seen any evidence to suggest that these repairs weren't successful.

Mr D experienced further issues with the car in October 2022. It was around this time that he first raised a complaint with Oodle. Repairs were already underway at the point when Mr D complained, and because of this Oodle said it wasn't possible to arrange an independent inspection to confirm what the fault was and who was liable for the costs of repair. Not all of the repair costs were covered by the warranty and Oodle paid a proportion of the repair costs.

It was after these repairs had been completed that the car went into limp mode when it was being road tested.

Oodle arranged for an independent inspection of the car. I've reviewed the inspection report carefully. The main conclusions of the reporting engineer are as follows:

- The cause of the fault isn't known but the fault wasn't present at the point of supply and isn't related to the previous repairs
- The induction system needs to be cleaned. Any repairs needed to return the car to serviceable condition will be needed because of age related general wear and tear as it would not be considered unusual to clean the induction system in a vehicle which had covered over 104,000 miles
- Although there is an underlying issue with the vehicle, this is considered to be the result of natural wear and tear through general usage which has developed into an issue that requires rectification after purchase

There's nothing in the independent report to suggest that the faults with the car were present or developing at the point of supply. The report specifically states that the fault is due to wear and tear. It also states that all of the previous repairs have been taken into account and aren't associated with the current fault.

Based on what I've seen and taking into account the conclusions of the independent report, I'm unable to say that there's evidence to show that the car was of unsatisfactory quality at the point of supply.

I appreciate that Mr D feels that the MOT carried out immediately prior to him getting the car is questionable. He's said that because the illegal number plate wasn't identified at this MOT, other issues that go to the quality of the car weren't identified either. I haven't seen any evidence to suggest that the MOT carried out on the car before it was supplied to Mr D isn't reliable. Even if the number plate was illegal (as Mr D puts it), I don't think this is a persuasive factor here. I say this because the checks carried out at a MOT don't cover the condition of the engine.

I appreciate that Mr D has experienced a number of issues with the car, and I understand how frustrating this can be. However, based on the evidence I've seen, I'm not persuaded that there is enough evidence for me to be able to conclude that the car wasn't of satisfactory quality when it was supplied. Because of this, I won't be asking Oodle to do anything further.

Mr D has told this service that Oodle hasn't reimbursed him the £350 towards his travel costs that it said it would in its letter dated 3 March 2023. Although I'm not upholding Mr D's complaint about the quality of the car, I would expect Oodle to pay this sum, so I'm asking it to check and see whether it has sent the payment to Mr D and if it hasn't, to send it now.

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 Mr D to accept or reject my decision before 23 October 2023.

Emma Davy

Ombudsman