

The complaint

Mr A has complained about the quality of a car he acquired, using finance from Oodle Financial Services Limited. He's also complained that he's not been able to cancel the finance agreement.

What happened

Mr A entered into a finance agreement with Oodle, for a used car. However, within days, he took it back to the dealership, saying he wanted to return it. He then complained to Oodle, saying the car had faulty brakes, and the tyre pressure light had come on.

Oodle looked into things, but said the dealership hadn't found any faults with the car. Mr A then brought his complaint to our service. He said he wanted Oodle to take the car back and unwind the agreement.

One of our investigators looked into what had happened, but didn't recommend that the complaint should be upheld. She said that no faults had been found with the car, so it wouldn't be reasonable for her to ask Oodle to take it back for being of unsatisfactory quality. And Mr A hadn't met the requirements for withdrawing from the finance agreement.

As Mr A disagreed, his complaint's been passed to me.

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.

Having done so, I agree with our investigator. I'll explain why.

Mr A has said the car's faulty, but he's not provided any evidence of this. And the dealership looked into it, but couldn't find any faults. So, based on the evidence I have, I'm not persuaded the car's faulty. However, if Mr A can provide evidence, I'd expect Oodle to consider it.

I've also looked at whether Mr A should have been able to withdraw from the finance agreement itself. The Consumer Credit Act 1974, section 66, says that consumers can withdraw from a credit agreement within 14 days if certain conditions are satisfied. These include repaying the creditor the amount of credit provided, and the interest accrued on it. This is also mirrored in Oodle's terms and conditions. So, Mr A would need to have paid Oodle the outstanding finance, plus interest, in order to have withdrawn from the agreement.

As he didn't do so, his right of withdrawal within 14 days didn't apply. It's worth noting that the finance agreement is separate from the agreement to acquire the car. So, even if Mr A had been able to withdraw, he'd still have needed to finance the acquisition of the car.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 March 2024.

Elspeth Wood
Ombudsman