

The complaint

Mr M complains that a car acquired with finance from Oodle Financial Services Limited wasn't of satisfactory quality.

What happened

In January 2023 Mr M was supplied with a car and entered into a hire purchase agreement with Oodle. At the point of supply the car was around 9 years old and had covered around 49,725 miles.

In June 2023 Mr M complained to Oodle about some faults with the car. He said there was a water leak to the interior light, a coolant leak and a burning smell coming from the air conditioning.

Oodle arranged for an independent inspection of the car. The engineer found evidence of overheating in the expansion tank and said that it looked as if the head gasket had been breached. The engineer said that because the car had covered around 7000 miles since the point of supply, it was unlikely that the fault had been present at the point of supply.

Oodle didn't uphold Mr M's complaint and he complained to this service.

Our investigator initially upheld the complaint. She said the head gasket should last the lifetime of the car and that the car wasn't sufficiently durable. The investigator said that Oodle should pay for repairs.

Oodle disagreed. It said there was no evidence that previous repairs to deal with an overheating issue hadn't been successful and there was nothing to link this to the current fault.

I issued a provisional decision in which I didn't uphold the complaint. I said that having reviewed the evidence I was satisfied that the car had a fault with the head gasket.

I explained that this service had asked Mr M to provide evidence to show that he'd complained to the supplying dealer about the overheating issues he'd experienced with the car. Mr M didn't provide any information.

Oodle provided emails between them and the supplying dealer which showed that the supplying dealer hadn't heard from Mr M with any reported issues since the point of supply. So the only evidence I had about Mr M making a complaint about the car was his complaint to Oodle on 8 June 2023. This was more than six months after the point of supply, so the burden of showing that the car wasn't of satisfactory quality at the point of supply shifted to Mr M.

I said that having reviewed the independent inspection report, I wasn't persuaded that there was enough evidence to say that the car had a fault at the point of supply. The car had covered over 7000 miles since the point of supply, which it wouldn't have been able to do if the breached head gasket had been present at the point of supply. I said that component

parts like head gaskets could fail due to general wear and tear and weren't expected to last the lifetime of the car.

I said I wasn't upholding the complaint. I invited both parties to let me have any further arguments they wished to raise. Neither party responded.

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.

Neither party has responded to my provisional decision. I haven't been provided with any further evidence to consider. In the circumstances I see no reason to reach a different conclusion to that which I reached in my provisional decision.

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 M to accept or reject my decision before 4 April 2024.

Emma Davy
Ombudsman