

## **The complaint**

Mr H is unhappy that a van supplied to him under a hire purchase agreement with Oodle Financial Services Limited (Oodle) was of an unsatisfactory quality.

## **What happened**

In November 2024 Mr H was supplied with a used van through a hire purchase agreement with Oodle. He paid an advance payment of £300 and the agreement was for £17,888 over 60 months; with 58 monthly payments of £291.48 and two monthly payments of £341.48. At the time of supply, the van was around four years old, and had done around 55,000 miles.

Mr H said the van had a number of issues from the day he got it. He said he raised these at the time with the supplier. He says there were problems with the gearbox, and there was a smell of diesel in the van that caused him headaches.

He was unable to use the van from December 2024. An independent garage told him the problem was with the master cylinder and the slave cylinder. These were affecting the performance of the clutch, and replacing both would fix the problem. He also supplied a list of diagnostic fault codes from another independent garage.

Mr H said he no longer wanted the van due to the number of faults.

Oodle didn't uphold Mr H's complaint. They said a report from an independent engineer failed to find any faults and said the van drove as intended.

The engineer also reviewed the list of fault codes provided by Mr H and said this didn't alter his opinion.

Mr H was unhappy with this response, so he referred his complaint to our service for investigation.

Our investigator didn't uphold Mr H's complaint. He said the independent engineer hadn't found any faults with the clutch. Our investigator said he hadn't seen any evidence that persuaded him the van wasn't of a satisfactory quality when supplied to him.

Mr H didn't agree with the investigator. He said the phone calls he had with the finance broker proved that there were faults with the van when he got it.

Because Mr H didn't agree, this matter has been passed to me to make a final 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't

believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr H was supplied with a van under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Sale of Goods Act 1979 (SGA) is relevant in this case. It says that there is an implied term that "the goods supplied under the contract are of satisfactory quality". To be considered as satisfactory, the Act says the goods need to meet the standard that a reasonable person would regard as satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The Act also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case like this involving a vehicle, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale, and the vehicle's history.

So, if I thought the van was faulty when Mr H took possession of it, or that it wasn't sufficiently durable, and this made the van not of a satisfactory quality, it'd be fair and reasonable to ask Oodle to put this right.

Mr H says there was a smell of diesel in the van, and that there was a problem with the gears. He provided a note from a garage, dated 4 December 2024. It said:

*"The issue with the vehicle is confirmed to be with both the master cylinder and the slave cylinder. These components are responsible for the loss of clutch pressure, resulting in poor performance of the clutch."*

The note doesn't state the mileage at that time, or give details of the inspection, or the cause of the failure. And it doesn't mention the smell Mr H complained about.

Oodle provided a report from an independent engineer, dated 29 January 2025, when the van had done 59,750 miles. Following an inspection and a seven mile road test, it concluded that *"the vehicle was in a satisfactory roadworthy condition and fit for service"*.

The engineer inspected the clutch slave cylinder and the clutch master cylinder and found no signs of any fluid leaks. He found no abnormalities with the clutch and no *"clutch slip"* during the road test.

He also found no relevant fault codes stored. The report said that:

*"The vehicle was found to be fault free and, in a condition, commensurate to its age and mileage."*

I've carefully considered all the information provided by Mr H and by Oodle. I'm more persuaded by the contents of the report from the independent engineer done in January 2025. That goes into more detail than the note from the garage in December 2024, and following a road test, didn't find the issues reported in that note.

The engineer also reported that he had seen the diagnostic faults report, but said that the codes did not relate to the fault Mr H said he had with the clutch/gearbox.

Mr H disputes the independence of the report. When signing the report, the engineer confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon.

Mr H said he had complained to the broker about faults on the day he collected the van. I've listened to two calls Mr H had with the broker. He said it had minor scratches, glue where stickers had been removed, and a fault with a sliding door lock. These were cosmetic issues and the business agreed to review them. He said nothing about the smell, or the clutch or gearbox.

I know this will be disappointing to Mr H, but I'm persuaded by the report from the independent engineer and satisfied that the van was of a satisfactory quality when supplied to Mr H. So Oodle doesn't have to take any action to resolve this complaint.

### **My final decision**

For the reasons explained, I don't uphold Mr H's complaint about Oodle Financial Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 August 2025.

Gordon Ramsay  
**Ombudsman**