

## The complaint

Mr B is unhappy that a van supplied to him under a hire purchase agreement with Oodle Financial Services Limited trading as Oodle Car Finance was of an unsatisfactory quality.

## What happened

In December 2023, Mr B was supplied with a used van through a hire purchase agreement with Oodle. He paid a £500 deposit and the agreement was for £7,499 over 60 months; with an initial payment of £259.35, 58 monthly payments of £209.35, and a final payment of £259.35. At the time of supply, the van was nine years old and had done 81,790 miles.

Shortly after being supplied with the van, Mr B complained to Oodle about faults with the rear lights, the hand brake, and the front bumper. He says that, at the time he reported the issues, the van had done around 82,000 miles. Oodle arranged for the van to be inspected by an independent engineer. This inspection took place on 12 May 2024 when the van had done 93,363 miles – around 11,500 miles since it was supplied to Mr B around five months earlier.

The independent engineer agreed there were faults with the lights and hand brake that were present when the van was supplied to Mr B. The engineer also said there was paint on the nearside headlight, the front bumper had been repainted, and the bumper wasn't sitting flush. This was likely due to a bracket having been siliconed in place – there had been poor repairs after an accident. But the engineer said that, had this damage been present at the point of supply, it would've been immediately noticeable to a lay person upon inspection.

Based on this inspection, Oodle agreed to repair the lights and hand brake, but didn't agree to repair the front bumper damage. Mr B didn't accept this and wanted to be able to reject the van. So, he brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said the issue with the lights and hand brake had been resolved, with the repairs completed, so Oodle had acted reasonably in this regard. However, in relation to the bumper damage, there was no evidence to show it was present when the van was supplied to Mr B. So, the investigator didn't think Oodle needed to do anything more about this.

Mr B didn't agree with the investigator's opinion. He provided extensive comments that included, but were not limited to:

- He didn't have the opportunity to inspect the van before it was supplied to him, and he relied upon the dealer supplied video.
- The van had passed an MOT in October 2023 but, when it was supplied to him two months later, there were *"serious defects that compromise the roadworthiness and safety of the van. A properly conducted MOT and pre-sale inspection should have flagged these issues."*
- He was never provided with a V5C document or a service history for the van, and on taking possession the air filter and oil needed replacement.
- The pre-sales checklist was inaccurate and misleading as, for example, it referred to fog lights that weren't fitted.

- The wheel trims were cable tied to the wheels in both the video and when he collected the van. This shows that the wheels were never removed so the brakes couldn't have been inspected before supply.
- The brake pads and discs would not have worn down to the dangerous level they did in just 11,500 miles if the van passed an MOT with no advisories.
- The independent engineer's report supported his complaint that the bumper wasn't of a satisfactory quality.
- We've relied on the independent engineer's report too heavily and discounted his mechanical, photographic, and video evidence.
- The van was purchased solely for his construction business and its condition resulted in the collapse of his business and a loss of income of around £3,400 a month.

Finally, Mr B has raised issues about the credit broker, specifically relating to the commission they received for arranging the finance. And he asked that this matter be passed to an ombudsman to decide.

### **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 B was supplied with a van under a hire purchase agreement. In his comments on the investigator's opinion, Mr B confirmed that the van was used entirely for business purposes. As the amount of credit provided was under £25,000, I'm satisfied the agreement was regulated, which means we are able to investigate complaints about it.

All parties have referenced the Consumer Rights Act 2015 ('CRA') in relation to this complaint. But, as I'm satisfied Mr B entered into the agreement entirely for business purposes, he wasn't acting as a consumer. So, the CRA doesn't apply here. Instead, the Sale of Goods Act 1979 ('SGA') is relevant to this complaint.

Similar to the CRA, the SGA implies a term into the contract that the van Oodle supplied to Mr B should have been of a satisfactory quality. The SGA explains satisfactory quality is what a reasonable person would expect, taking into account any relevant circumstances. I would consider relevant circumstances here to include things, amongst others, like the van's age, price, mileage and description. So, if I thought the van was faulty when Mr B took possession of it, and this made the van not of a satisfactory quality, it'd be fair and reasonable to ask Oodle to put this right.

Before I explain why I've reached my decision, I think it's extremely important for me to set out exactly what I've been able to consider here. In his comments, Mr B has raised issues about the credit broker and has specifically referred to the commission received. However, the complaint I'm considering is about the quality of the van when it was supplied. This is the complaint he raised with, and was answered by, Oodle.

Our rules don't allow us to consider a complaint where it hasn't been raised with the financial business first, and where they haven't had the opportunity to investigate and respond to it. We also can't consider the actions of one financial business when dealing with a complaint about another financial business.

As such, I won't be considering the actions of the credit broker as part of my decision about whether Oodle provided a vehicle of a satisfactory quality. Mr B would need to raise a separate complaint with the credit broker about his concerns, and they would need to be given the opportunity to consider that complaint, before we could become involved.

Mr B has also raised concerns about the MOT that was done in October 2023, and he believes this wasn't carried out to the required standards. The Financial Ombudsman Service is an alternative to the courts, and, in essence, Mr B is raising issues of fraud. This is a criminal matter and not something we are able to determine – this is something best dealt with by the courts. As such, if Mr B wants to pursue this matter, he would need to take independent legal advice on this, and it's not something I will deal with in my decision.

Shortly after being supplied with the van, Mr B raised issues about the rear lights and the handbrake. These issues have now been resolved, with repairs taking place and the cost of these being covered by Oodle. The independent engineer confirmed that these issues were present when the van was supplied, and Oodle have acted as I would expect in this regard. As such, I'm satisfied that I don't need to consider the merits of these issues within my decision. Instead, I'll focus on what remains in dispute – the poor repairs to the bumper.

I've seen a copy of the independent engineer's report, dated 12 May 2024. The key findings of this report are detailed above, so I won't repeat them here. However, I have noted that the engineer also 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.

The photographs on the independent engineer's report show clear separation between the front bumper and the nearside front headlight. This same separation is also clearly visible on a photograph supplied by Mr B and dated 18 March 2024. In an email dated 28 July 2025, he said the *"evidence taken from the pre-sale video supplied by the dealership clearly shows the same paint marks on the headlight ... this proves the faults were not only present but also visible before I took ownership."*

However, I've seen the sales video the dealership provided Mr B when he first showed interest in the van. And, when looking at the same area of the van on this video, I'm satisfied this separation isn't visible. The engineer also said there was visible paint on the headlight, which is shown in the photographs to their report. However, again, I'm unable to see this on the video.

Mr B didn't purchase the van under the Distance Selling Regulations – and he's confirmed that he collected the van, so he had the opportunity to see and examine the van at this point. While I accept Mr B's testimony that it was dark when he collected the van, I think it's reasonable that he would've taken a cursory look around the van before leaving with it. And this would've identified the separation between the headlight and bumper.

However, even if I'm wrong about this, as the separation was clearly visible, then Mr B would've seen it the following day when seeing the van in the light for the first time. And, if this separation was visible, then I would've expected him to raise this with the dealership immediately (or at least within the next few days). However, I haven't seen any evidence that he did this – in an email dated 29 July 2025, Mr B confirmed that he first contacted the dealership about the issues with the van on 8 January 2024, when he only reported the issue with the handbrake.

The engineer has said that, had the bumper damage been present when the van was supplied, it would've been clearly visible to a layperson. And, after seeing the photographic evidence, I'm in agreement with this. But, for the reasons given above, I'm satisfied that this damage wasn't visible on the van when it was supplied to Mr B.

The evidence clearly shows that the van was driven for around 11,500 miles between being supplied to Mr B and being inspected by the independent engineer. While it's possible that the bumper had been the subject of poor repairs *before* the van was supplied to Mr B, and it was driving it 11,500 miles that caused the bumper to come loose and the separation to become visible; it's also possible that, during those 11,500 miles, Mr B could've been involved in an accident that resulted in the poor repairs. The independent engineer has commented that it wasn't possible to identify when the bumper damage had taken place.

I haven't seen anything, for example a report from a garage or other engineer, that says the poor bumper repairs were present when the van was supplied to Mr B; and it's not reasonable to assume that, just because there was an issue with the lights and handbrake, therefore there must also have been an issue with the bumper. So, and I appreciate this will come as a disappointment to Mr B, given this, I'm unable to conclude that it's more likely than not that the poor repairs to the bumper were present when the van was supplied.

As such, I won't be asking Oodle to take any action regarding the bumper damage.

In his comments on the investigator's opinion, Mr B also raised issues about the pre-sales checklist, the servicing, and the brake pads and discs. And he feels these all point towards the condition of the van when it was supplied. He's also raised issues with the previous ownership of the van.

I've reviewed the Pre-Sales Inspection Report dated 11 December 2023. All boxes on this report have been ticked. Mr B has said this includes a check to the front fog lights, which weren't fitted to the van. The checklist confirms *"these checks will only be completed where the option was fitted to the vehicle."* While it would've been better, where no option was fitted, that the box was left blank rather than being ticked, this would be a perfect service and the standard I'm considering is whether there was a reasonable service. I also need to consider that this is truly a complaint about the dealership, not Oodle.

However, I don't think the dealership ticking boxes where an option wasn't present, given the declaration about only checking fitted options, was so unreasonable that it makes the whole checklist unreasonable to rely upon.

Regarding the brakes, passing an MOT only means the brakes are of the minimum standard to meet the requirements of being roadworthy at that time. While Mr B has said the brakes weren't listed as an advisory, this doesn't mean they weren't worn just above the advisory level. And I'm satisfied that driving 11,500 miles is sufficient for the wear on the brakes to go from just about ok to needing replacement – the wear on the brakes is down to how much they are used, so driving in heavy traffic that requires constant braking will wear the brakes quicker than, for example, constant motorway driving where the brakes are hardly used.

Mr B has also said that (a) the presence of cable ties on the wheel trims shows that the brakes weren't checked by the dealership, and (b) as the handbrake failed, then the braking system as a whole needs to be considered.

Brakes are usually tested on a rolling road and, if they met the minimum required stopping standard (which the MOT indicates they did), then no physical inspection would be required. So, there would be no need to remove the wheel trims. What's more, the evidence indicates

that the handbrake issue was a stretched cable – even fully extended the handbrake wasn't working as it should – rather than a failure with the brakes. As such, I don't consider the presence of the handbrake issue proves the brakes didn't meet the minimum MOT standard when the MOT was carried out.

Mr B has also said that he's not received the service history for the van, and the condition of the oil and air filter indicate the van wasn't serviced before it was supplied to him. I haven't seen anything to show me the van was supplied with a full service history, nor that it had been serviced before supply. What's more, the sales video also make no reference to servicing. Given this, the service record is something Mr B will need to contact the dealership about directly.

Finally, Mr B says that he wasn't supplied with a V5C document, and he suspects that this would show the dealership were the previous owners of the van. I've also noted that he's raised his concerns with the DVLA. While It's not illegal for the dealership to be the previous owner of a vehicle, as this matter is being considered by the DVLA, I don't intend to comment further on this.

So, in conclusion, Mr B's additional comments haven't altered my view, and I won't be asking Oodle to do anything more.

### **My final decision**

For the reasons explained, I don't uphold Mr B's complaint about Oodle Financial Services Limited trading as Oodle Car Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 November 2025.

Andrew Burford  
**Ombudsman**