

The complaint

Mr D complains about the quality of a vehicle that was supplied through a motor finance agreement with Oodle Financial Services Limited trading as Oodle Car Finance (Oodle).

What happened

In January 2024, Mr D acquired a used van through a hire purchase agreement with Oodle. The van was around five years old and, according to MOT records, had travelled approximately 9,608 miles when it was supplied to Mr D. The cash price of the van was £15,594. Mr D was due to make an initial instalment of £430.75, followed by 58 instalments of £380.75, and a final instalment of £430.75.

Mr D said the van broke down in April 2025, and the breakdown report indicated that the cause was an oil pump failure due to a lack of oil pressure. Mr D said a local garage advised he would need a new turbo and engine, although it wasn't able to identify the cause of the failure because the van had been regularly serviced. He was quoted around £8,000 for the repairs.

Mr D provided an inspection report which concluded that the van had already been suffering from internal mechanical failure due to overheated oil and lack of lubrication at the point of sale. Mr D raised his concerns with Oodle, who arranged a second inspection, as they considered it unlikely that the van would have been able to cover the mileage it had if the issue had been present at supply.

The second inspection, completed in August 2025, disagreed with the findings of the original inspection. It concluded there was nothing to suggest the fault had been present or developing at the point of sale. It also considered there was no doubt about the van's durability and that the current issues were due to wear and tear. The report added that liability for the repairs should rest with Mr D, given the age and mileage of the vehicle.

In August 2025, Oodle issued its final response to Mr D's complaint. In summary, it said the second inspection report concluded that liability lay with Mr D, so it didn't uphold the complaint.

Unhappy with that decision, Mr D brought his complaint to our service, and it was passed to one of our investigators to look into.

In October 2025, the investigator issued their view and recommended that Mr D's complaint should not be upheld. In summary, the investigator concluded that since the van had covered over 100,000 miles since supply, any underlying issue would likely have presented itself sooner.

Mr D didn't accept the investigator's view. He responded that the van came with no service history, and that an MOT failure in April 2023 was probably related to the current issue. He said the mileage on a diesel engine should last up to 250,000 miles, so his level of use was not unusual, and that the replacement of the cam kit suggested there were issues with the oil.

The investigator issued a second view, maintaining their original outcome. As Mr D still didn't agree, the complaint has now been referred to an ombudsman for 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr D complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr D's complaint about Oodle. Oodle is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, 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.

My starting point is that Oodle supplied Mr D with a used van that had travelled around 9,608 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new vehicle with lower mileage; and that there may be signs of wear and tear due to its usage.

From the information provided I'm satisfied there were faults with the van. This is apparent from the inspection reports completed in June 2025 and in August 2025, which both confirmed that the engine had failed. Having considered the van had a fault, I've considered whether it was of satisfactory quality at the time of supply.

Satisfactory quality

I've considered that Mr D had travelled around 128,000 miles by the time the engine failed in April 2025, which isn't insignificant.

The first inspection report advised that the issue with the engine would have been present or developing at the point of supply. It reached this conclusion based on the likelihood that, prior to Mr D's ownership, the van had been left idling for long periods without sufficient airflow, which would have affected the oil temperature and its quality.

The second inspection report concluded that the failure wasn't premature and was due to normal wear and tear.

I've considered the conclusions of both reports. Both confirm the engine failure; however, I find the second report more compelling given the level of mileage Mr D covered in a relatively short period of time.

The first report's conclusion is based on an assumption about the van's use prior to Mr D's ownership, and I've seen no evidence to support this. In contrast, I think it's more reasonable to conclude that the strain placed on the engine over the fifteen months following Mr D's acquisition is more likely to have caused the wear and eventual failure.

I recognise that diesel engines can sometimes last up to 250,000 miles, and that the van was serviced regularly. However, I don't think it's unusual for the engine to have failed when it did, even with regular servicing, given the high level of usage over a relatively short time. For example, the second inspection report noted that the mileage covered by Mr D was equivalent to around eight years of motoring.

In response to the investigator's view, Mr D said he didn't think the cam kit should have been replaced at 100,000 miles unless there was an underlying fault. He also said he believed the second independent inspection was carried out incorrectly, as the engine shouldn't have been running at the revs it had.

I'm not persuaded that the replaced cam kit or the earlier MOT failure indicate an underlying issue. Although the components of a cam kit can sometimes last longer, I don't think it's unusual for it to be replaced after 100,000 miles, as the lifespan of related components can vary due to several factors.

The second inspection was carried out by a recognised vehicle inspection specialist and industry expert. I acknowledge what Mr D has said about the way the inspection was undertaken, but I'm satisfied with the expertise applied.

All things considered, based on the evidence provided, I think it's more likely that the problem would have presented itself earlier if it had been an inherent fault at the point of supply.

As I've concluded that the van was of satisfactory quality when it was supplied to Mr D, I don't require Oodle to take any action in regard to this complaint.

My final decision

My final decision is that I don't uphold Mr D'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 D to accept or reject my decision before 13 March 2026.

Benjamin John
Ombudsman