

The complaint

Mr C complains about the quality of the van he acquired from Oodle Financial Services Limited trading as Oodle Car Finance (“Oodle”).

What happened

Mr C entered into a hire purchase agreement with Oodle in April 2024 for the supply of a van. The van was around eight years old and had covered around 63,500 miles. Mr C first raised a complaint with Oodle in September 2024, saying that the turbo had failed, the tyres were bald, and the wheels were corroded.

Oodle investigated and responded in November 2024 saying that the supplying dealer had replaced the vacuum solenoid to fix the turbo problems, and the tyres and wheels were cosmetic issues he accepted when he collected the van.

Then in February 2025, Mr C complained again to Oodle. He said the same issues were occurring with the van so the repair attempt on the turbo had failed, he couldn’t drive it, and he wanted to reject the van. Mr C arranged for an independent inspection of the van in March 2025, which said that the mileage was around 64,700, and identified some issues which the engineer felt when combined, showed that the DPF was blocked and would likely need a chemical clean or to be physically removed for specialist cleaning. The engineer concluded that these issues would be the responsibility of the selling agent.

Oodle sent their final response to the complaint in April 2025 and didn’t uphold it. They said that the engineer report didn’t confirm the previous repairs had failed, so they weren’t upholding the complaint.

Unhappy with this, Mr C brought his complaint to our service. An investigator investigated it and gave their opinion in July 2025 that the case should be upheld and made recommendations for what Oodle needed to do to put things right.

Mr C initially agreed with this but then asked if he would get all his payments back for the van, and Oodle didn’t agree, saying that they felt there was a mistake whereby the engineer felt that the business had regenerated the DPF when doing the first repairs, but they hadn’t, and as the DPF was a maintenance issue, they didn’t feel the conclusions that the engineer came to that this was the business’s responsibility were correct. They also felt there should be some flexibility with the relevant legislation, and that just because this was technically a second repair needed, they should be allowed to do the repair rather than the van being rejected.

The investigator issued a further view in which they decided that due to the low usage, Mr C should also get most of his monthly payments back. They noted that Mr C had said he had only used the van for occasional longer trips on the motorway, and that it was barely used when acquired due to the original turbo problems. The investigator corrected their view to reference the Sale of Goods Act 1979 instead of the Consumer Rights Act 2015, and upheld the case still, but recommended more monthly payments be refunded to Mr C.

Mr C agreed with this, but Oodle asked for an Ombudsman to make a final decision. They said they didn't feel the case should be upheld for the reasons they had already outlined, but if it was, they also didn't feel refunding him most of his monthly payments for the agreement was in line with our services usual position when the van had been working. The case has come to me therefore for a final decision.

I issued a provisional decision on 13 January 2026 which said the following:

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. However, I don't think the redress proposed by them is correct which I will outline here. 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 C was supplied with a van under a hire purchase agreement. Based on the evidence I've seen, I'm satisfied Mr C entered this contract predominantly for business purposes. As the amount of credit provided was under £25,000, I'm satisfied the agreement was regulated, which means we can investigate complaints about it.

Oodle and originally our investigator referenced the Consumer Rights Act 2015 ('CRA') in relation to this complaint. But, as I'm satisfied customer entered into the agreement predominantly 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 C 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.

Oodle have accepted that the initial problems in 2024 with the turbo meant the van was of unsatisfactory quality and carried out a repair as a suitable remedy for this. They've argued that the ensuing problems have two issues. One is that the independent engineer was told that the DPF had been regenerated when the van went in for repairs which isn't true, and the other argument is that they don't believe Mr C's explanation that his use of the van was for occasional longer trips, which would have arguably regenerated the DPF, whereas limited shorter trips would potentially have caused the DPF to block.

I've thought about these arguments, and I don't agree with them. If the DPF wasn't regenerated when the van was with the supplying dealership for repairs, then I don't think that matters here. The supplying dealership could see the van's mileage was low, partly due to the faults they were repairing. It clearly would have been best practice to regenerate the DPF if this was the case, when they knew Mr C had been suffering problems with the van which might be linked to that. Mr C says they told him they had done this, and Oodle appear to be saying that the supplying dealership hadn't done this. I'd say that if the supplying dealership chose not to do that, when they could see his mileage had been low, partly due to the turbo problems, they may have helped to create the problem, but ultimately, as I'll go on

to explain, it doesn't matter.

Mr C has told us that he used the van sporadically in the early months as he didn't feel it was performing correctly, and this led to his complaint in September 2024. It appears to have taken two months for this complaint to reach a point whereby repairs were carried out in November 2024.

I also haven't seen any evidence as to why Oodle don't believe Mr C's testimony about his use of the van. They haven't presented any other evidence to dispute it, and as such, I don't think they can argue it isn't true.

Overall, I think the key issue here is that the van wasn't performing correctly in 2024, and needed repairs, and then shortly after that, less than three months after those repairs, the van isn't working properly again.

Oodle have argued that the DPF is a maintenance issue, that Mr C should be responsible for cleaning/repairing. They've also inferred that it may only be blocked because of his use perhaps not being long occasional journeys as described. I've thought about this, and I'm not persuaded by this argument. We've asked about his usage and been told that its occasional medium length motorway journeys, with a plausible explanation as to why.

Alongside this, I would say that DPF issues can impact a turbo, so I also think it's possible that the van has had DPF issues in 2024, which were diagnosed as a turbo problem, without getting to the root cause. But this is speculation and doesn't impact on what is the right outcome here.

The independent engineer who's inspected the van in March 2025 has said that the van has poor engine performance, likely caused by a blocked DPF. They've referenced the low mileage covered by the van since supply and said that the cleaning/regeneration of the DPF should be the supplier responsibility. Mr C has told us that he used the van for occasional mid-range motorway trips, and not short journeys, and as such, these problems shouldn't have been occurring.

The engineer said the symptoms suggest the DPF is obstructed, and if the DPF was previously regenerated by the supplying dealership, then that has been insufficient to restore proper engine function. They've said this problem would be the supplying dealer's responsibility to repair, not Mr C's.

As the independent expert in this area, I'm not persuaded there is sufficient evidence to go against this diagnosis. I'm also not persuaded that they are saying that the regeneration was a vital component here; they have referenced it, but only to say that if the supplying dealer had done this, it hasn't worked. So, if the supplying dealership hadn't done this, the van is still in the state they inspected, and they certainly aren't suggesting that it's Oodle's responsibility only because an alleged previous regeneration has failed.

What they haven't considered is that this would be the second repair required for the satisfactory quality of the van inside the first year. As the SGA adopts the same definitions as the more recent CRA, a business is allowed one chance of repair, before a customer can exercise their right to reject the goods. I am satisfied that on the balance of probabilities, Mr C is entitled to reject the van, therefore.

I've then considered the proposed redress from the Investigator, and I feel there are a couple of issues with this. In their second view, the investigator has said that Mr C should get most of his monthly payments back due to his low mileage. However, Mr C, when telling us how he's driven the van, has talked about only needing to make occasional motorway

trips as his use of the van before it has broken down. As such, while the mileage is low, I can't say it would be fair for him to receive most of his monthly payments back, when for 2024 into January 2025, he was able to use the van as he intended.

I'm satisfied that he was made an offer by Oodle for his lost usage of the van the first time he complained in 2024, and it was repaired, and this complaint is about the second complaint he raised in 2025. I can see that he raised this complaint with Oodle on 4 February 2025, and he confirmed he hasn't used the van since then. The van has clearly not been used since April 2025 when the MOT expired, so I am satisfied that it would be fair for Mr C to be refunded pro rata for the period from 4 February 2025 to the end of February 2025 and then refunded all monthly payments after that which he's made. Any payments in this period not made should be written off by Oodle.

Mr C also raised the issue of the independent engineer report he paid for, and I agree that he should be refunded for this cost by Oodle on production to Oodle of proof of him paying this cost.

The remaining proposed redress is correct, and I will relist it below.

My provisional decision

My provisional decision is to uphold this complaint, and I am likely to ask Oodle to do the following to put things right:

- *End the finance agreement with no further monthly payments due once the van is collected.*
- *Collect the van at no cost to Mr C. Oodle should liaise with Mr C to arrange this as it is stored currently on a family members drive while it is off the road.*
- *Refund Mr C's deposit contribution which I believe was £500.*
- *Refund Mr C all monthly payments for the agreement from 4 February 2025 pro rata and write off any that haven't been paid since that date.*
- *Refund Mr C for the independent engineers report he commissioned on production of proof of payment.*
- *Pay 8% simple interest on all refunded amounts from the date of payment to the date of settlement.*
- *Pay a further amount of £300 to Mr C for the distress and inconvenienced caused by the supply of a faulty van.*
- *Remove any adverse information from Mr C's credit file in relation to this agreement.*

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.

Oodle haven't responded to the provisional decision. Mr C responded and said he would accept it, although he was disappointed at the reduction in monthly payments he was being refunded when he had little use of the van, and he didn't feel it was right after how they'd behaved to be fairer to Oodle when he's still been making payments for the van.

I empathise with Mr C, but our role is to sit in the middle, mediate disputes and make decisions that are fair to all parties. Unfortunately, I haven't seen evidence that's persuaded me he should be due any further payments back, so I think this is the fair outcome and won't be changing anything from my provisional decision.

Putting things right

I instruct Oodle to carry out the following to put things right here:

- End the finance agreement with no further monthly payments due once the van is collected.
- Collect the van at no cost to Mr C. Oodle should liaise with Mr C to arrange this as it is stored currently on a family members drive while it is off the road.
- Refund Mr C's deposit contribution which I believe was £500.
- Refund Mr C all monthly payments for the agreement from 4 February 2025 pro rata and write off any that haven't been paid since that date.
- Refund Mr C for the independent engineers report he commissioned on production of proof of payment.
- Pay 8% simple interest on all refunded amounts from the date of payment to the date of settlement.
- Pay a further amount of £300 to Mr C for the distress and inconvenienced caused by the supply of a faulty van.
- Remove any adverse information from Mr C's credit file in relation to this agreement.

My final decision

I am upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 February 2026.

Paul Cronin
Ombudsman