

The complaint

Mr L complains that the van he acquired financed through a hire purchase agreement with Oodle Financial Services Limited trading as Oodle Car Finance ("Oodle") wasn't of satisfactory quality.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In January 2025 Mr L acquired a used van financed through a hire purchase agreement with Oodle. Mr L said he experienced some issues with the van, including relating to the speakers and electrics and these were repaired. Mr L said the faults remained.

After four months Mr L reported that the van had engine issues and the mechanic's report advised the problem was with the failed timing belt. Mr L also found out the vehicle has had a recall due to the timing belt. He complained to Oodle. An independent inspection was carried out. In its final response Oodle said due to the vehicle covering 4,559 miles the issue would not have been present or developing at the point of sale and so the supplying dealer is not liable. Mr L didn't agree and brought his complaint to our service.

Our investigator concluded that there wasn't sufficient evidence to demonstrate the fault was present or developing at the point of sale. Mr L wasn't satisfied and asked for a decision from an ombudsman. He made some additional comments to which I have responded below as appropriate.

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.

I realise this will come as a disappointment to Mr L but having done so I agree with the conclusions reached by the investigator for the reasons I've outlined below.

First, I've seen that Mr L has made numerous points in support of his complaint. I know that I've summarised this complaint in far less detail and in my own words. I'm not going to respond to every single point made by Mr L. No discourtesy is meant by this. Instead, I've focussed on what I think is the key issue. Our rules allow me to do this. This simply reflects the informal nature of our service. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is the right outcome.

In considering what is fair and reasonable I need to have regard to the relevant law and regulations, regulator's rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Mr L's hire purchase agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

Oodle, as the supplier of the van, was responsible for ensuring it was of satisfactory quality when it was supplied to Mr L. Whether or not it was of satisfactory quality at that time will depend on several factors, including the age and mileage of the van and the price that was paid for it. The van was about six and a half years old, had been driven for 95,610 miles and had a price of £8,747. Satisfactory quality also covers durability which means that the components within the van must be durable and last a reasonable amount of time – but exactly how long that time is will depend on several factors.

I'm persuaded there was a fault with the vehicle. I say this because I've seen a copy of the independent inspection report. It says:

“We attempted to start the vehicle. We noted the vehicle turned over extremely quickly and would not start. Therefore we stopped trying to start the vehicle to prevent causing further damage...”

In our opinion we would suggest that the timing chain has possibly snapped on the vehicle due to the speed at which the engine was turning over and having a code of ...Crankshaft-Camshaft Positions Correlation, Bank 1 Sensor A.. which is consistent with a timing belt snapping.

We would conclude that the vehicle would not start. We carried out a diagnostic and retrieved several fault codes as follows:

- *Low Pressure Fuel System Pressure Too Low*
- *NOx Sensor Supply Voltage Circuit - Bank #1 Sensor #1*
- *Vehicle Conditions Incorrect For Particulate Filter Regeneration*
- *Camshaft Position Sensor #A Circuit Range/Performance Fault - Bank #1 Or Single Sensor*
- *Intake Air Flow A Control System - Low Air Flow Detected*
- *Crankshaft-Camshaft Positions Correlation, Bank 1 Sensor A”*

If I am to decide the van wasn't of satisfactory quality I must be persuaded faults were present at the point of supply. Faults that developed afterwards are not relevant, moreover even if the faults reported were present at the point of supply this will not necessarily mean the van wasn't of satisfactory quality. This is because a second-hand van might be expected to have faults related to reasonable wear and tear.

The independent inspector concluded:

- *“We do not believe the faults would have been present or developing at sale due to the vehicle covering 4,559 miles.*
- *We do not consider the faults to have been down to unsuccessful repairs due to no repair history being given to us.*
- *We would suggest the faults have developed since purchase.*
- *We would suggest this is deterioration that should be expected on a used vehicle.”*

The inspector refers to the timing chain which in Mr L's vehicle is a 'wet belt' system. It requires inspection and is a serviceable part. It's lifespan can be affected by oil contamination e.g. during failed DPF regeneration cycles. And belt failure can be sudden. I've seen screenshots of text messages between Mr L and the dealership. Shortly after he took delivery of the van Mr L asked for the service history though it's not clear to me if the van was advertised with a service history. And it appears one wasn't available at the sale so I'm not able to say if the van had been serviced per manufacturer's guidelines. When Mr L

acquired the van it had already been driven over 95,000 miles. This is significant mileage for the age of the vehicle. So it would be reasonable to expect wear and tear to engine parts including the timing belt. The recommended servicing interval for the timing belt on these vehicles is 100,000 miles. I haven't seen any evidence that the dealership said it would do a check on the timing belt.

Mr L also reported in a text message on 29 January, only a few days after taking delivery of the van, that it was in a bad mechanical state with a knocking sound from the engine. He said the timing belt needed to be replaced along with the clutch and there was a leak in the back of the van. I'm not disputing Mr L's comments here but I've not seen any technical evidence to support these points and while there was no reply from the dealership Mr L didn't follow up his message until 18 February.

It's not clear to me how Mr L concluded that the timing belt needed replacing or even if it did at that moment. But he went on to drive the vehicle 4,559 miles. It seems reasonable that had Mr L been concerned that the timing belt needed replacing, as well as the clutch and was concerned about the knocking sound he would have taken the van for a diagnostic check. In addition it appears unlikely he would have been able to drive the van for so many miles.

I'm satisfied the technical evidence provided by the independent inspection can be relied upon, which concluded the fault wasn't present or developing at the point of delivery. As Mr L was able to drive over 4,500 miles I also am persuaded the car was reasonably durable.

In his response to our investigator's view Mr L raised a number of points. He queried the independent inspector's diagnostic regarding the timing belt snapping at speed. Mr R said he was in a 20 mph speed restricted area when the timing belt snapped so he was only doing 20 mph. I'm not disputing Mr L's testimony but the independent inspector's report doesn't say what speed the timing belt would have snapped at. And there is no way for me to know how fast the car was going. Mr L also provided some information he sourced from the internet regarding timing belts on these vans. But the information he provided is very general and not specific to the circumstances of Mr L's complaint and I see no direct link to the specific faults on Mr L's van.

I realise this is not the outcome Mr L would like but I'm persuaded the van was of satisfactory quality when it was supplied and I won't be asking Oodle to do anything further.

On 10 February Mr L said he would be commissioning a new inspection on the vehicle. No further update or report was provided. On 23 March 2026 Oodle confirmed to this service that the vehicle had been repossessed and sold due to non-payment of monthly payments. I've seen a copy of the account statement sent to this service on 31 October 2025. I can see that the three most recent payments to that date were not paid and there was an arrears of £686.64. The account notes say a loan default had been created on 6 October. If Mr L is unhappy with the way the account was managed and the repossession, these would be new complaint points and he should first complain to Oodle so that it has the chance to investigate.

Mr L said he made repeated requests to Oodle for confirmation of the van's location in order to arrange an inspection but access to the vehicle wasn't provided. I haven't seen any evidence that Oodle refused access to the van for a further inspection. But I've thought carefully about the evidence already provided. The inspection that has already taken place was independent. It was carried out by a company well known in the industry for such inspections and I have no reason to doubt the objectivity of its inspectors or the credibility of the report.

Mr L has explained to this service how he has been affected by the van breaking down and how this has impacted his business and mental health. He is very concerned about how he will be able to afford to pay off the amount he owes. I'm very sorry to hear this. Mr L should make contact with Oodle to discuss this. Businesses have a responsibility to respond sympathetically and positively to customers where they are aware of financial difficulty and by this decision Oodle will be made aware, if it is not already.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 May 2026.

Maxine Sutton
Ombudsman