

## The complaint

Mr Y has complained about the quality of a van provided on finance by Oodle Financial Services Limited.

## What happened

Both parties are familiar with the circumstances of this complaint, so I'll briefly summarise them here.

Mr Y sourced a used van from a dealer and asked a broker to arrange the finance for him. Oodle supplied Mr Y with the used van on a hire purchase agreement in September 2024. The cash price of the van was around £10,740 and it had covered around 100,000 miles since first registration in November 2020. The hire purchase agreement required one payment of around £340 followed by 58 payments of around £290 and a final payment of around £340.

Mr Y said that he started experiencing engine issues within the first few months, and recurring faults affected usability. Mr Y said that there was a snapped timing belt and this caused major engine damage. The van was off the road for around nine weeks leaving him without transport for work. Mr Y said that he paid around £1,800 for repairs in July 2025, and he told Oodle that the mileage was around 112,000 at this point.

In September 2025 Mr Y complained to Oodle that the van was not of satisfactory quality when it was supplied, and it should have ensured it had a proper service history and was roadworthy. He asked to reject the van. He also said he was unhappy that Oodle hadn't paused payments or the collection process and continued to report arrears and threaten default.

Oodle looked into the quality issues but didn't think there was sufficient evidence to demonstrate the problems were inherent when the van was supplied. It said it had requested an independent report to determine if the issues were present when the van was supplied. Oodle said that there was no evidence that a service history was a legal requirement. It said it would respond to a complaint about payments and adverse credit reporting separately. A final response was issued on this basis in October 2025.

Mr Y referred his complaint to the Financial Ombudsman. An investigator here looked at the complaint. He said that there wasn't sufficient evidence that there was a fault which made the van of unsatisfactory quality. He said that although there was evidence that the van was advertised as having a full service history, it was a separate matter. He didn't recommend that Oodle needed to do anything.

Mr Y disagreed and in summary he said:

- There was catastrophic damage to the engine caused by a snapped timing belt. This was not inevitable wear and tear and is strongly linked to maintenance history.

- The van was advertised as having a full service history which was directly connected to the failure. He relied on the advert when entering the agreement.
- The burden of proof had been applied too narrowly. In real world circumstances cannot reasonably be expected to preserve mechanical evidence after a failure where urgent repairs were needed to keep working. The invoice and nature of the failure should be given greater evidential weight.
- The van was essential for his livelihood. After being off the road for nine weeks and getting no practical assistance, he had no reasonable option but to fund repairs himself.
- He maintained that adverse credit reporting during a genuine dispute about defective goods was unfair.

Mr Y asked for the complaint to be reviewed by an ombudsman, so it's been passed to me.

### **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.

When considering what is, in my opinion, fair and reasonable, I take into account relevant law and regulations; regulator's rules, guidance, and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.

Firstly, I am very sorry to hear about the difficulties Mr Y has described to this service. But I need to clarify that I'm only looking into a complaint about Oodle, rather than any of the other parties such as the selling dealer or the broker.

I know this will come as a disappointment to him, but having considered all the circumstances, I've reached the same overall conclusions as the investigator for broadly the same reasons. I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes. Our powers allow me to do this.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances. I need to explain that our service is also reliant on the evidence put before us, we can't compel witnesses or marshal evidence in the same way a court can.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Oodle is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

Although the van was predominantly for business use, I am satisfied there are relevant implied terms that apply here in respect of the requirement to supply goods of 'satisfactory quality'.

The quality of goods will be satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a van, the other

relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the van's history.

The quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

When Mr Y acquired the van in September 2024 the mileage was around 100,000 and the cash price was around £10,740. The van was first registered in November 2020, so by this stage it was nearly four years old. It wouldn't be unreasonable to expect the van to be showing some signs of wear and tear, and that might include the underlying components. There would be very different expectations of it than if it was a brand-new van. The price paid usually reflects the age and condition of the vehicle.

As a starting point there would need to be some evidence of what the faults were. And secondly, that the faults rendered the van of unsatisfactory quality.

I'm satisfied that it was necessary for Mr Y to get significant repairs done to the van which indicates that there were indeed faults. But other than his testimony and an invoice, I don't have anything such as an independent report which clearly sets out the cause of the fault being present at supply or due to a premature failure.

When something goes wrong with a van it isn't automatically something that the finance provider is responsible for. Sometimes the underlying components of a van suffer wear and tear which might mean that they come to the end of their serviceable lifespan during the course of a finance agreement.

Although Oodle were the supplier of the van under the agreement, it was not aware that Mr Y was experiencing any issues until he first contacted it in May 2025. Considering the description of the faults and the time that had elapsed since supply unfortunately the onus was on Mr Y to demonstrate that the van was inherently faulty.

The invoice that he's provided demonstrates that he's paid for significant repairs, but it doesn't include the mileage of the van, and it doesn't give an opinion on what had caused the issues. Oodle's notes from the time show that Mr Y said the mileage was around 112,000 when repairs were carried out. The issues he experienced could be due to damage sustained during Mr Y's possession of the van, or reasonably expected wear and tear, or even a failed repair, which wouldn't be Oodle's responsibility. Or it could point to a defect that was present at the point of supply. We haven't been provided with sufficient evidence to determine what happened.

I've noted Mr Y told our investigator that the van hadn't been serviced properly and that he was told it came with a full service history but it does not. I've not been supplied with a copy of the service book, as Mr Y says none was provided. But even if it were supplied with a full service history in line with the manufacturer recommendations, I don't think that would be sufficient for me to find that it was more likely not durable. I say that because there are other factors that can affect the durability of a van. Mr Y had covered around 12,000 miles, and I can't be certain of how the van was driven during its history, or whether the right quality oil or parts have been used.

I'm not saying something definitely didn't go wrong, merely that I don't think it was unreasonable for Oodle to have expected there to be more detailed supporting evidence for the faults and confirming that they were present or developing at the point of supply.

Mr Y has pointed out that the advert for the van showed that it had a full service history, which it did not. Oodle forwarded this complaint onto the broker to deal with, and our investigator said that it was a separate matter. I should explain that Oodle are not responsible for any representations made by the selling dealer in this case, it was not acting as Oodle's agent at any point. I'm not saying there was or wasn't a misrepresentation, just that I don't have grounds to hold Oodle responsible if the information that he relied on turned out not to be true. Mr Y might want to pursue that with the party responsible for making the representation about the service history.

I appreciate Mr Y is unhappy he feels he's lost out. I'm sorry to disappoint Mr Y, but without sufficient evidence of faults which made the van of unsatisfactory quality when it was supplied, I find I don't have the grounds to direct Oodle to do anything.

Mr Y is also unhappy that Oodle reported adverse information about his payment history to the credit reference agencies while the case was with our service. As I'm not upholding his complaint about the quality of the van, I don't have grounds to direct Oodle to remove any adverse information. But I can see that Oodle told him that it would respond to his complaint about how it dealt with his payment difficulties separately, so if he's still unhappy about that he may be able to bring a separate complaint.

And as a reminder, Mr Y doesn't need to accept my decision, and he'll be free to pursue the complaint by other means, such as through the court, after obtaining legal advice, as necessary.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 29 April 2026.

Caroline Kirby  
**Ombudsman**