

The complaint

Mr R complains that he's been harassed by Oodle Financial Services Limited, trading as Oodle Car Finance, about the payments due under a hire purchase agreement.

What happened

A used car was supplied to Mr R under a hire purchase agreement with Oodle Car Finance that he electronically signed in December 2019. The price of the car was £14,495 and he agreed to make two payments of £412.38 and 58 monthly payments of £362.38 to Oodle Car Finance. Mr R suffered a major health issue in 2021 which led to him missing some of those monthly payments and his account went into arrears. He says that he paid off the arrears but that Oodle Car Finance started harassing him about his payments in November 2023.

He complained to Oodle Car Finance in January 2024. It apologised that Mr R had found its communications rude and distressing and it upheld that aspect of his complaint but it didn't uphold the aspect of his complaint regarding the communication issued regarding the car having no MOT test certificate or insurance.

Mr R wasn't satisfied with its response so complained to this service. He says that he's had no letter sent to his house, he's had no apology and he's had no offer of compensation. His complaint was looked at by one of this service's investigators who, having considered everything, didn't think that it should be upheld. She didn't think that Oodle Car Finance's requests for information were unreasonable or that the number and frequency of the requests was excessive or would constitute harassment. She said that Oodle Car Finance had apologised that its requests for information had caused Mr R to recall a difficult period in the past when he was very unwell and had upheld that aspect of his complaint.

Mr R didn't agree with the investigator's recommendation and asked for his complaint to be considered by an ombudsman. He says, in summary, that Oodle Car Finance's behaviour in December 2023 to January 2024 was completely undesirable but he'd clearly told it everything that it needed and asked to know and he refused to go back through the gory details again.

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.

The investigator described the history of Mr R's Oodle Car Finance account leading up to the communications that he received from it in December 2023. Oodle Car Finance's account notes show that it became aware in December 2023 that the car didn't have an MOT test certificate and wasn't insured and Mr R's account was £1,897.60 in arrears at that time.

It sent a message to Mr R to which he replied and said that he wouldn't be replying to it again, he'd already given all the answers again and again but it was repeatedly demanding that he tell it about an extremely traumatic event from two years before, was sending him two e-mails a week and the frequency and nature of what it was doing was harassment.

Oodle Car Finance says that Mr R contacted it in January 2024 and it treated the issues that he'd raised as a complaint. It apologised that Mr R had found its communications rude and distressing and it upheld that aspect of his complaint but it didn't uphold the aspect of his complaint regarding the communication issued regarding the car having no MOT test certificate or insurance. When Mr R complained to this service he said that he'd had no letter sent to his house, he'd had no apology and he'd had no offer of compensation. But Oodle Car Finance had apologised to Mr R. It said in its final response letter:

"Please accept our sincere apologies for the inconvenience or any upset caused by issuing our communications. It certainly was not our intention to make you feel distressed/upset by our correspondence. We must keep you informed regarding the status of your account and understand your current circumstances to ensure we can decide what level of support you need from us and the best possible affordable and suitable solution for you, if you fall behind with your [payments]".

It's clear from his e-mails to Oodle Car Finance that Mr R considered that he'd been caused substantial distress, upset and worry and should receive compensation of between £750 and £1,500. The hire purchase agreement said that Oodle Car Finance remained the owner of the car and that Mr R was required to keep it in good working order and in good condition and to keep it insured. When Oodle Car Finance received information that the car didn't have an MOT test certificate and wasn't insured, I consider that it was fair and reasonable for it to have contacted Mr R about those issues. Mr R's account at that time was £1,897.60 in arrears and I consider that it was also fair and reasonable for it have contacted him about those arrears.

It's clear that Mr R feels very strongly that the contact that he received from Oodle Car Finance amounted to harassment and I can understand that he didn't want to have to explain his medical history to Oodle Car Finance again. But I consider that Mr R could have replied to the issues that Oodle Car Finance had raised at that time without having to give that information to Oodle Car Finance again.

Although Oodle Car Finance upheld part of Mr R's complaint, I don't consider that it acted unfairly or unreasonably when it contacted Mr R in December 2023 about his account or that there's enough evidence to show that it has harassed him. I appreciate that this will be disappointing for Mr R, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Oodle Car Finance to pay any compensation to Mr R or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 9 December 2024.

Jarrold Hastings
Ombudsman