

## **The complaint**

Mr W complains that Oodle Financial Services Limited (Oodle) incorrectly reported a missed payment on his credit file.

## **What happened**

In June 2023, Mr W acquired a car through a hire purchase agreement with Oodle. The cash price of the car was £11,999. No deposit is listed, so the total amount financed on the agreement was £11,999 payable over 60 months.

Mr W was due to make 59 repayments of £282.08 and a final repayment of £283.08.

Mr W said that despite not making a payment in March 2024, he settled his agreement in April 2024, around 17 days after the payment due date in March. Mr W says that Oodle incorrectly reported March 2024 as a missed payment on his credit file. Mr W believes Oodle have acted unfairly as he believes the payment for March was included in his final settlement amount which he paid in April 2024.

In August 2024 Oodle issued their final response to Mr W's complaint which they didn't uphold. In summary, Oodle advised that Mr W's direct debit was cancelled in March 2024, so even though the agreement was settled in full the following month, Mr W was still responsible for maintaining his contractual payments up to the point the settlement amount was received by them.

Unhappy with their decision, Mr W brought his complaint to our service, where it was passed to one of our investigators to look into.

The investigator recommended that Mr W's complaint should not be upheld. The investigator explained that as the payment for March 2024 hadn't been made, and Oodle has a responsibility to report accurate credit information to the Credit Reference Agencies (CRA), they acted fairly in the circumstances.

Mr W didn't accept the investigator's assessment. He said he felt it was unfair as he'd made the payment within a month of the due date and so didn't think the payment should be recorded as missed. However, as the investigator's decision remained unchanged, Mr W asked that his complaint be 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.

Mr W 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 W's complaint about Oodle.

The Information Commissioner's Office (ICO) Principles for the Reporting of Arrears, Arrangements and Defaults at Credit Reference Agencies, is relevant in this case. It says *'If you do not make your regular expected payment by the agreed time and/or for the agreed amount according to your terms and conditions, the account may be reported to the CRAs as being in arrears'*

It also says: *'Lenders that supply data to the CRAs are required to ensure that the data is accurate, up to date and meets agreed quality standards'*.

In their final response, Oodle advised the payments for Mr W's agreement were due around the 21 of each month. Neither party disputes that the payment that was due in March 2024 wasn't made. Oodle said the direct debit was cancelled in March 2024, and in his complaint form, Mr W said he didn't make the payment that was due in March 2024. So, from the information provided I'm satisfied the payment instalment due in March 2024 was a missed payment.

I acknowledge what Mr W says about having made the payment within 30 days, however the settlement statement for Mr W, provided to us by Oodle, says: *'you remain responsible for continuing to pay your contractual monthly payments until we receive the settlement figure in cleared funds by the settlement date'*. And having reviewed the terms of the hire purchase agreement, I haven't seen any clause referring to a grace period for missed or late payments. It says that each instalment is due and payable on the same day each month.

I'm satisfied Mr W was reasonably aware that he had a responsibility to ensure the monthly payments remained in place until the settlement amount was received by Oodle.

All things considered I'm satisfied Oodle acted fairly in observing their obligations to report accurate credit information to the CRA's. And it follows that I won't be instructing Oodle to take any action in relation to this complaint.

### **My final decision**

My final decision is that I don't uphold Mr W's complaint about Oodle Financial Services Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 February 2025.

Benjamin John  
**Ombudsman**