

The complaint

Mr S complains that a delay by Oodle in removing an HPI marker on a car subject to a hire purchase agreement (“agreement”) he settled in full in November 2023 has caused him a substantial loss.

What happened

In November 2018 Mr S entered into an agreement with Oodle for a car. On 28 October 2023 Mr S was offered, in principle, up to £7,118 for the car from a company that I will call “M”.

On 8 November 2023 Mr S contacted Oodle to settle his agreement. On the same day Mr S says he tried to sell the car to a company that I will call “W” but he was unable to due to the presence of an HPI marker on it.

On the same day Mr S complained to Oodle that he had been unable to sell the car to W due to the presence of an HPI marker on it.

On 10 November 2023 Mr S’ agreement was marked as settled by Oodle, Oodle having received £1,341.38 from Mr S.

On 28 November 2023 Oodle issued Mr S with a final response letter (“FRL”). Under cover of this FRL Oodle confirmed it wasn’t upholding his complaint that he had been unable to sell the car to W due to the presence of an HPI marker on it.

On 31 January 2024 Mr S complained to Oodle that he was still unable to sell the car due to the presence of an HPI marker on it.

On 7 February 2024 Oodle advised Mr S it was aware an HPI marker was still present on the car and it had removed it.

On 6 March 2024 Mr S contacted Oodle seeking an update on his complaint.

On 7 March 2024 Oodle issued Mr S with a second FRL. Under cover of this FRL Oodle said the HPI marker had now been removed and for its failure to remove it sooner it would pay £50.00 in compensation.

On 13 March 2024 Mr S received £50.00 as he was advised he would receive under cover of Oodle’s second FRL.

On 22 March 2024, and unhappy with Oodle’s second FRL, Mr S referred his complaint to our service. In doing so, and subsequently, Mr S said:

- he had been advised by W that each time he tried to sell the car to it the price would be less
- between November 2023 and March 2024 the car had depreciated by £7,276

- (£12,500 [November 2023] less £5,244 [March 2024])
- between November 2023 and March 2024 he was required to continue insuring and taxing the car as well as another he had purchased (and was obliged to purchase)
- his wife had a number of wasted trips to W which had cost her both time and money

On 27 March 2024 Mr S sold his car to W for £5,244.33.

Mr S' complaint was considered by one of our investigators who came to the view that Oodle should pay Mr S, in total, £150.00 for the distress and inconvenience its failure to move the HPI marker had caused him but it need do nothing more.

Oodle agreed with the investigator's view but Mr S didn't so the complaint was referred to me to consider. On 17 February 2025 I issued a provisional decision. In it I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I would like to start by outlining that I don't intend to comment on everything that occurred, or every complaint point, concern, or issue the parties have raised. Instead I'll focus on what I think is important in reaching a decision which is fair and reasonable in all the circumstances. I don't mean this as a discourtesy to either party, instead it reflects the informal nature of this service and my role within it. But I'd like to reassure both parties that I've considered all the information they've provided when reaching my provisional decision.

Mr S' complaint is about a hire purchase agreement. Entering into this type of agreement is a regulated activity, so I'm satisfied I can look into this complaint.

Mr S was unable to sell the car to W on 8 November 2023 due to the presence of an HPI marker on it. But given that Mr S only settled his agreement with Oodle hours before and it takes time for an agreement settlement to be processed and for things such as HPI markers to be removed this doesn't surprise me and I don't think that Oodle did anything wrong in this respect.

Mr S didn't try and sell the car to W again until 30 January 2024. Although I fully appreciate and understand the reasons for this, what this means is that it wouldn't be fair or reasonable for me to conclude that Oodle should be held responsible for any depreciation in the car's value between 8 November 2023 and 30 January 2024.

However, I'm satisfied that it's fair to hold Oodle responsible for any depreciation in the car's value between 30 January 2024 (when Mr S was unable to sell it due to the presence of an HPI marker on it) and 27 March 2024 (when Mr S was able to sell it due to no HPI marker being present on it).

With this in mind I've considered how much the car depreciated between the end of January and the end of March 2024. I've reviewed a number of trade price guides. The information supports that between the end of January and the end of March 2024 the car didn't depreciate in value. Given this, I'm satisfied that the delay by Oodle in having the HPI marker on the car removed didn't cause the value of the car to go down. So, looking at everything overall, I've concluded that it's fair and reasonable that Oodle shouldn't have to pay anything to Mr S in this respect.

Distress and inconvenience

Lastly, I've considered the distress and inconvenience that Mr S experienced as a result of what happened. Mr S was repeatedly told that the marker had been removed, and he's told us that his wife frequently took the car to W to try to sell it, only to be told the marker was still there. Mr S also spent significant periods of time on hold, and having listened to some of these calls, members of Oodle's staff didn't listen to Mr S properly or understand what Mr S was telling them. It wasn't until 7 February 2024 that Mr S got through to a member of staff who investigated the issue properly. It's also clear to me that by that time, Mr S had been told so many times that the problem was being fixed, he was dispirited. Given all this, I think the amount our investigator recommended Oodle should have to pay for distress and inconvenience caused to Mr S was insufficient.

In order to accurately reflect what happened in this complaint, I think the appropriate amount for Oodle to have to pay Mr S is £300, less the £50.00 it has already paid, as set out in its FRL.

My provisional decision

For the reasons set out above, I intend to partially uphold this complaint and direct that Oodle Financial Services Limited pay Mr S an additional £250 in total for distress and inconvenience it caused."

I asked both parties for their responses to the provisional decision. Mr S didn't comment on it, and Oodle notified us that it accepted the provisional decision and provided further information about the money it had already paid to Mr S. It informed us the total amount it had already paid to Mr S was £200.

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.

Mr S' complaint is about a hire purchase agreement. Entering into this type of agreement is a regulated activity, so I'm satisfied I can look into this complaint. Having done so, I think this complaint should be upheld in part. I'll explain why.

I've reconsidered the available information in this complaint and the responses from the parties. Nothing has altered my view from what I set out in the provisional decision, save that the amount that has already been paid to Mr S is higher than the previously available information suggested. The previous information was that Oodle had paid Mr S £50; in fact it has already paid him £200. In addition I still think the appropriate amount to compensate Mr S is as set out in the provisional decision, namely £300 in total. Therefore Oodle needs to put things right as I've set out below.

Putting things right

In order to accurately reflect what happened in this complaint, I think the appropriate amount for Oodle to have to pay Mr S in total is £300, less the £200 it has already paid him, and I have set this out below.

My final decision

For the reasons set out above, I partially uphold this complaint and direct that Oodle Financial Services Limited pay Mr S an additional £100 for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 April 2025.

Katrina Hyde
Ombudsman