Financial Ombudsman Service

The complaint

Mr D complains that Oodle Financial Services Limited, trading as Oodle Car Finance, instructed a third party to arrange collection of a car that had been supplied to him under a hire purchase agreement when he had an unresolved complaint about Oodle Car Finance.

What happened

A used car was supplied to Mr D under a hire purchase agreement with Oodle Car Finance that he electronically signed in June 2019. The price of the car was £22,753.97 and Oodle Car Finance provided him with credit of £22,500. Mr D agreed to make two payments of £565.63 and 58 monthly payments of £515.63 to Oodle Car Finance.

Complaints were made to Oodle Car Finance about the hire purchase agreement, including a complaint that was made in February 2024 by a claims management company acting on behalf of Mr D about unaffordable lending. Oodle Car Finance responded to that complaint in April 2024 but Mr D wasn't satisfied with its response so he complained to this service. His complaint was looked at by one of this service's investigators who didn't recommend that it should be upheld and the complaint was then closed in September 2024.

A third party, acting on behalf of Oodle Car Finance, contacted Mr D in September 2024 to arrange collection of the car. Mr D complained to the third party and to Oodle Car Finance. Oodle Car Finance said that it was within its rights to make contact with him to discuss collection of the car and, when the third party was instructed, there was no ongoing complaint but it said that it had then ceased all collection activity.

Mr D wasn't satisfied with its response so he made another complaint to this service. That complaint was looked at by another of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he thought that it was clear that when Oodle Car Finance instigated collection activity in September 2024, his previous complaint hadn't been upheld and he didn't think that it had acted unreasonably. He said that a new complaint was received by Oodle Car Finance in September 2024 and all collection activity was then stopped so he didn't think that Oodle Car Finance had treated Mr D unfairly.

Mr D didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that at the time that the third party attempted to recover the car there was a live investigation in place and he was given false information which was unscrupulous. He also asks that he be provided with time stamped proof of the communication between Oodle Car Finance and the third party instructing that the car be collected. Mr D has also made a separate complaint to this service concerning a voluntary termination of the agreement. An ombudsman has issued a decision on that complaint in which he said that he didn't upheld the complaint.

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 D, using a claims management company, had made a complaint to this service that the hire purchase agreement was unaffordable for him. His complaint was looked at by one of this service's investigators who issued a recommendation in July 2024 that it shouldn't be upheld. The investigator said that if Mr D didn't accept his recommendation and would like an ombudsman to make a final decision on the complaint he must provide any further evidence or representations by 4 September 2024. There was an exchange of emails between the claims management company and the investigator in August 2024 but neither Mr D nor the claims management company had said that they would like an ombudsman to make a final decision on the complaint so the complaint was closed in September 2024.

The third party says: *"We were instructed by Oodle on 3rd September 2024 to collect your vehicle. We made contact with you on 5th Sept when you explained that the vehicle is not ready for collection due to a complaint that you have still in progress. We informed Oodle Finance of this and the collection was placed on hold as a result. On 10th September, we were instructed by Oodle to re-contact you as they advised your complaint had not been upheld. We made contact with yourself at the same time, whereby you disputed this and indicated that you would contact Oodle to query this directly …".*

Oodle Car Finance says: *"Oodle contacted [this service] on 7 August 2024 to advise if they had received any appeal on the decision reached and we received a response on 21 August 2024 advising that there had been no appeal and the case had been closed on their side … We subsequently received a new complaint … on 10 September 2024, however this was not reviewed until a later date and we then instructed [the third party] to cease collection activity until we received a decision on this case … This case is still ongoing and there is still a hold on collection activity pending the decision from an ombudsman."*.

I can see that Oodle Car Finance did send an email to this service on 7 August 2024 in which it asked if the complaint could be closed but the response that was sent to it on 21 August 2024 concerned another of Mr D's complaints. An email was sent to Oodle Car Finance on 4 September 20234 which said that the case had been closed.

It's clear that Mr D feels strongly that the third party shouldn't have contacted him because he had an unresolved complaint with this service but I've seen no evidence to show that Mr D was contacted by the third party about collection of the car until after Oodle Car Finance had been told that Mr D's complaint had been closed. The third party says that it contacted Mr D on 5 and 10 September 2024 about the collection of the car and Oodle Car Finance says that it ceased collection activity on 10 September 2024. Although I'm satisfied that Mr D wasn't contacted by the third party about collection of the car until after Oodle Car Finance had been told that Mr D's complaint had been closed, there's no requirement for collection activity to be stopped because a complaint has been made to this service.

Mr D has described the distress and inconvenience that he's been caused by Oodle Car Finance but in this decision I'm only considering his complaint that Oodle Car Finance instructed a third party to arrange collection of the car when he had an unresolved complaint with this service. I'm not persuaded that that complaint should be upheld, which I appreciate will be disappointing for Mr D. 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 D or to take any other action in response to his complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 10 September 2025.

Jarrod Hastings
Ombudsman