

## **The complaint**

Mr P has complained that, with regard to a car he acquired using a hire-purchase agreement with Oodle Financial Services Limited, trading as Oodle Car Finance (“Oodle”), Oodle didn’t make reasonable adjustments for his health needs when dealing with arrears on the agreement.

## **What happened**

Mr P acquired a used BMW in March 2022 using a hire purchase agreement with Oodle. The agreement shows that the car cost £7,694, all of which Mr P borrowed over a term of 42 months, with a monthly repayment of £237.69. The car was around ten and a half years old at the point of supply, and the mileage listed on the invoice was 99,904.

Mr P had some health problems in late 2022, and went into arrears on the agreement, but made an arrangement with Oodle to make up the outstanding amount. Mr P made some extra payments, but not enough to clear the arrears. Mr P continued to make monthly payments, but over the following 18 months some were missed, and although Mr P did pay some of the outstanding amount, the arrears reached £791.21 in December 2024. At this point Oodle issued a notice of default. The contract was terminated in January 2025 and the car recovered by Oodle at the beginning of March 2025.

Mr P said that the arrears occurred when the car needed repairs or when there were issues with the direct debit. He said that he has mental and physical health issues, and Oodle was aware of these, but he didn’t think it had made reasonable adjustments in helping him to deal with the arrears. He said that a reasonable adjustment would’ve been to accept the payment plan he offered, without requiring an income and expenditure form that he found difficult to deal with, as it had done previously. He complained to Oodle about this, but Oodle didn’t uphold his complaint.

Mr P was unhappy with this, so he brought his complaint to this service. Our investigator looked into it but didn’t think it should be upheld. Mr P disagreed and asked for the complaint to be reviewed by an ombudsman.

## **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 P has complained that Oodle has failed to make reasonable adjustments for him. In other words, has failed in its duty to make reasonable adjustments under the Equality Act 2010. I’ve taken the Equality Act 2010 into account when deciding this complaint – given that it’s relevant law – but I’ve ultimately decided this complaint based on what’s fair and reasonable. If Mr P wants a decision as to whether Oodle has breached the Equality Act 2010, then he’d need to go to Court.

I’ve decided not to uphold Mr P’s complaint. I’ll explain why.

Mr P sent in details of the sequence of events. Oodle has provided copies of email exchanges with Mr P, along with notes of its contact with him, copies of the sales documents and arrears letters and a list of transactions on the account. It also sent in recordings of the two phone calls that are relevant to this complaint. I have listened to these and considered all of the evidence provided.

The list of transactions shows that Mr P first went into arrears in November 2022 when he missed a payment due to some health problems. He agreed with Oodle that he would pay £60 each month on top of his normal monthly payment to clear the arrears over four months. The details of the calls as recorded on the contact notes suggest that, at this point, the arrangement to clear the arrears was accepted without a detailed assessment of Mr P's income and outgoings, although a summary was completed. It was noted that Mr P was returning to work after having been off sick.

There seems to have been some confusion over the method of payment for the extra amounts – the contact notes suggest that Mr P expected the usual direct debit amount to be increased, whereas Oodle required him to pay the extra as a separate payment. Oodle said this could be done over the phone, through its website or by bank transfer.

I can see from the list of transactions that extra payments were made in February, April, and November 2023, reducing the arrears to £77.69. There were calls between Mr P and Oodle, including one in March 2023 where the Oodle representative requested details of Mr P's income and expenditure. Mr P is noted as having said he didn't want to complete this, so the representative said that a summary would be accepted, but that if the arrangement was broken Oodle would require income and expenditure details. A further summary was completed in May 2023 when Mr P called to say he couldn't make that month's extra payment due to repair costs on the car.

Mr P then missed the December 2023 and March 2024 payments. Again, there are calls recorded on the contact notes, with reference to repair costs for the car. There is also a note about Mr P having mental health problems and having support from a health professional who had helped him look at what he could afford to repay.

Over time, Mr P missed further payments and arrangements were broken, until Oodle issued the notice of default when Mr P had missed two further monthly payments and the arrears were nearly £800. Over this period there were a number of calls between Mr P and Oodle, including two in June 2024 about which Mr P is particularly unhappy because he couldn't make payments over the phone.

The key issues in Mr P's complaint are whether Oodle treated Mr P fairly and whether it made reasonable adjustments in light of his physical and mental health. Having looked carefully at all of the evidence, I think it did. I say this for the following reasons.

I don't have too much information about the nature of Mr P's mental health problems – and of course that is his private information. But the contact notes that Oodle sent in include the information that Mr P disclosed in his phone calls and emails, and I've also taken account of Mr P's comments in his calls and emails with this service. So while the information is somewhat limited, I'm satisfied that I have enough on which to base my decision.

I accept that Oodle initially agreed to Mr P's proposals to clear the arrears on the basis of a summary of income and outgoings, and indeed continued to do so for some time. The contact notes show that, in doing this, Oodle recorded Mr P's mental health problems and his explanation that he found it difficult to discuss his financial circumstances.

However, the regulatory rules that Oodle has to apply mean that it had to consider whether the arrangement was affordable and sustainable, that is, whether it would affect his ability to pay his priority debts and other essential living expenses. As Mr P hadn't kept to the arrangements he'd proposed, I think it was reasonable for Oodle to reach a point where it required more detailed information about Mr P's income and outgoings so as to fully understand his circumstances and to try to reach a sustainable agreement to clear the arrears. So I don't think it acted unfairly here.

I can see from the contact notes that there are a number of occasions where Mr P said he didn't have time to complete the income and expenditure information. I appreciate that Mr P is likely to have found it daunting to discuss his circumstances over the phone, and as a result may have said that he didn't have time. However, I have a copy of an email from Oodle to Mr P April 2024, in which there's a link to an online income and expenditure form that Mr P could've completed in his own time, perhaps with help from a health professional if needed. All of the emails from Oodle to Mr P included details of debt advice agencies – they might also have been able to help Mr P with his income and expenditure information. So I think Oodle took reasonable steps to enable Mr P to provide the information it needed in a way that he could reasonably have been likely to manage.

With regard to the two calls on the same day in June 2024, where Mr P said Oodle refused to take payment, I've listened to the recordings of these calls. I don't agree that there was a refusal to take payment at all – a link was sent by text to enable Mr P to pay online. The calls weren't constructive in that Mr P simply wanted the representatives to take a payment without them having a chance to fully explain what Oodle needed from him. The representatives accepted that Mr P was in a hurry, and that is why the payment link was sent – and indeed the second call ended pleasantly enough.

Mr P did meet his monthly payments, with a small additional amount on top (not enough to clear the arrears) until September 2024, after which payments stopped. So, I don't consider that the calls in June 2024 were the decisive factor in Mr P defaulting on the agreement – rather it was the missed payments after September 2024, along with the arrears that had already accrued.

In summary, I consider that Oodle demonstrated forbearance to Mr P over several months, in accepting arrangements to clear the arrears which were, in the event, not fully met. I think it acted reasonably in requiring more detailed income and expenditure information when Mr P didn't keep to the arrangements he'd proposed, and Mr P would have been able to complete the information online in his own time (with help if needed) rather than discussing it by phone, which I appreciate could've been daunting.

Oodle also noted Mr P's physical and mental health issues in its records, and the contact notes it provided state that its representatives checked in with Mr P when appropriate about how he was. From the information I have, I can't see anything to suggest that they didn't take account of Mr P's health when speaking to him about the arrears on his account, or in providing him with alternative ways to provide the information Oodle needed. As I noted above, Oodle also included in its emails the details of various debt advice agencies, and they may also have been able to support him.

Mr P has mentioned that the cost of repairs affected his ability to make some of the monthly payments. However, Mr P hasn't made a complaint to Oodle or this service about the quality of the car, so I cannot consider that here.

I should also say here that I have no information about what remaining payment may be due to Oodle after the car was repossessed. However, I would expect Oodle to take account of Mr P's circumstances in dealing with any repayment arrangement.

I appreciate that Mr P is very unhappy about the situation, and that this has been very difficult for him. However, as I have explained above, I think that Oodle has acted reasonably in the circumstances. Therefore, I have decided that I cannot fairly uphold Mr P's complaint.

**My final decision**

For the reasons given above, I have decided not to uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 January 2026.

Jan Ferrari  
**Ombudsman**