

The complaint

Mr F complains that Oodle Financial Services Limited, trading as Oodle Finance (Oodle), unfairly ended his finance agreement. He would like the agreement reinstated.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions: -

- There is no dispute that the MOT on Mr F's car expired on 8 June 2024 and that as this put Mr F in breach of his contract Oodle ended the agreement. I have seen the contract Mr F signed and it does allow for termination if terms are breached.
- I have noted Mr F said at the time he had difficult personal circumstances. I don't doubt that these would have impacted on Mr F however from what I have seen I think Oodle gave sufficient notice to arrange a MOT and to warn that his contract risked being terminated with phone calls on 30 July and 2 August 2024 and emails on 30 July and 4 September. Additionally, SMS texts and letters were sent during this time. In its letters it also gave details of agencies that could support Mr F.
- Mr F has said he didn't get any letters as these went to a relative's address. Oodle has evidenced it sent these letters which is all I can expect it to do. It's Mr F's responsibility to ensure that his correspondence details are correct. Similarly, I understand Mr F said he had changed his email address however I have seen no evidence that Mr F asked for his email addressed to be changed. And from the information in the final response letter (frl) it seems Mr F told Oodle his email account was full, and he stopped monitoring it. I am satisfied Oodle made every effort to communicate with Mr F in multiple different ways.
- I have listened to the phone call when Oodle advised Mr F he had no valid MOT. It allowed 7 days for this to be arranged – until 6 August 2024 which I thought was reasonable. In that call Mr F said he would need more time but didn't specify why. However, the call handler was firm that Mr F had a 7-day window to arrange the MOT and didn't accept he would need more time before he at least tried to arrange this. He also explained that Mr F was in breach of his contract.
- Although Mr F seemed surprised in this call to be advised his MOT was out of date I am not convinced the failure to arrange the MOT was an oversight. In one of his emails to us Mr F stated he delayed the MOT as he was concerned that repair would trigger repossession of the vehicle. I am not sure why he felt that. However, that email indicates to me Mr F was aware he needed to have the MOT done but was

choosing not to do so. And he continued to fail to arrange the MOT despite the communication from Oodle. As I understand it he didn't arrange the necessary MOT in the time prior to re possession in November 2024.

- In a subsequent call Mr F was allowed a further 12-day period to have the MOT completed. As Oodle then had no contact from Mr F it issued a default letter giving him until 30 August 2024 to obtain an MOT. As Mr F neither contacted Oodle nor had the MOT done his contract was ended in September 2024. I don't feel this was unreasonable given Mr F was in breach of his contract and had had sufficient time to arrange the MOT. On this basis I can't reasonably ask Oodle to reinstate Mr F's agreement as he would like
- Mr F has made numerous additional points, and I would like to reassure him I have considered these. I am not clear what Mr F meant when he said that Oodle should have 'taken steps to ensure he met his requirements'. This point appears to refer to correspondence but as I have already noted I think Oodle made every effort to contact Mr F by several different means. I am not sure it could have done more in this regard.
- Mr F also stated that as Oodle allowed him to continue to use his vehicle he thinks this showed a degree of flexibility that indicated to him he would be able to resolve the issue informally not with his contract being ended. I don't agree with this assessment. I think Oodle were reasonable in allowing time for Mr F to get the MOT arranged once it identified the current MOT had expired and in then giving him a second chance to do so. I don't think giving Mr F notice of what he needed to do implies it wouldn't or shouldn't have then ended his contract.
- I don't accept Mr F's point that the default Oodle applied to his credit file was disproportionate and unfair. It's important that credit files accurately reflect account history. I appreciate Mr F's concern about the future impact on credit applications but credit providers would typically consider a range of factors when offering credit so Mr F's concerns may not be realised

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 8 August 2025.

Bridget Makins
Ombudsman