

The complaint

Mr S is unhappy that Oakbrook Finance Limited (“OFL”) arranged for visit to his home address without prior notice based on arrears on his personal loan.

What happened

On 15 May 2025, Mr S received a phone call from his wife who was distressed that a field agent acting on behalf of OFL turned up without prior notice at their home. Mr S wasn't happy about this, particularly as he'd received no advance warning from OFL that a home visit might take place, so he raised a complaint.

OFL responded to Mr S but didn't feel that they'd done anything wrong and confirmed that they had instructed a home visit because Mr S hadn't made any payment to his loan for several months and because all of their attempts to contact Mr S by telephone, email, and letter, hadn't been successful. Mr S wasn't satisfied with OFL's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that OFL had acted unfairly as Mr S contended and noted that OFL had sent an email and a letter to Mr S notifying him that a home visit might be instructed. Mr S remained dissatisfied, so the matter was escalated 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.

Mr S has said that OFL didn't provide any advance notice that a home visit might take place. But OFL have demonstrated to my satisfaction that they sent an email to Mr S on 6 May 2025, titled 'Upcoming Home Visit', which was successfully delivered to Mr S's email address (the email address Mr S provided to this service), but which was never opened by Mr S.

Furthermore, when Mr S submitted his complaint to this service, he explained that after the home visit had occurred, he opened mail that had been received from OFL earlier that day which was dated as being sent six days earlier, on 9 May 2025, and which explained that a home visit may take place.

I therefore don't feel that Mr S's contention that OFL didn't provide any advance notice that a home visit might occur is accurate. Instead, I feel that OFL did provide advance notice in the form of an email to Mr S, which was received by Mr S, but which Mr S didn't open, and in the form of a letter, which Mr S also received but also didn't open.

Ultimately, it isn't OFL's fault if Mr S wasn't engaging with correspondence they sent to him. And so, while I appreciate that the home visit may have come as a shock to Mr S, I feel that any upset he may have incurred because of the home visit could and reasonably should have been mitigated by him reading his emails or opening his post.

Mr S may point to the fact that he only received the letter on the morning that the visit later took place. But the letter was posted by OFL six days prior, and I wouldn't hold OFL accountable for the slow delivery of post. Additionally, even had Mr S only opened that letter that morning, it would have given him some advance notice. And it also must be remembered that OFL sent an email which was successfully delivered to Mr S's inbox on 6 May – over a week before the home visit took place.

I also feel that Mr S should reasonably have been aware that he hadn't been making payments to his loan, that his loan had fallen into arrears, and that he hadn't been engaging with OFL in any meaningful way. In such a scenario, it would be reasonably expected that OFL would take some form of action to try to engage with Mr S and arrange recovery of the money that Mr S owes them. And I feel that Mr S should reasonably have been aware of this.

All of which means that I won't be upholding this complaint or instructing OFL to take any form of action. This is because I don't feel that OFL have acted unfairly but instead feel that OFL's actions were reasonable, given Mr S's lack of payment and engagement. I'm also satisfied that OFL did provide advance notice to Mr S, and that it isn't OFL's fault that Mr S didn't engage with the correspondence that provided that advance notice. I hope that Mr S will understand, given what I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 February 2026.

Paul Cooper
Ombudsman