

## **The complaint**

Mr D complains that Oodle Financial Services Limited trading as Oodle Car Finance (“Oodle”) wrongfully terminated an agreement he took out with them.

## **What happened**

In November 2021, Mr D acquired a used car using a hire purchase agreement with Oodle. The agreement was for 60 months.

In November 2024, Oodle sent Mr D a notice of default. Mr D said he was in financial difficulty and had missed some payments under the agreement. So, he got in touch with Oodle to inform them of his financial circumstances.

Mr D was asked to complete an income and expenditure form so that Oodle could understand more about his circumstances. And to see whether they could put in place a payment plan to help Mr D repay the arrears owed. A temporary hold was placed on Mr D’s account to allow him the time to complete and return the form to Oodle.

Mr D said he completed and submitted the form in a timely manner and waited to be contacted by Oodle to discuss next steps.

Oodle later terminated the agreement held with Mr D. Mr D was unhappy as he thought he had done what was asked of him by Oodle. So, he complained to Oodle in February 2025.

In April 2025, Oodle sent Mr D their final response and said they didn’t receive a copy of the form they had requested to be completed. Oodle said they contacted Mr D a few days after he contacted them and explained that the temporary hold they placed on the account had completed and that they needed to speak to him. Oodle said they tried to contact Mr D the following day, but as the attempt was unsuccessful, they terminated the agreement and sent a letter explaining that to Mr D.

Unhappy with Oodle’s response, Mr D referred his complaint to our service in May 2025.

Our investigator issued their view and explained that they didn’t uphold Mr D’s complaint.

As Mr D disagreed with the investigator’s outcome, the complaint was passed to me to decide.

## **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’m not upholding this complaint and I’ll explain why below.

If there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I

think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

This complaint is about a hire purchase agreement with Oodle which is a regulated financial product. As such, we are able to consider complaints about it.

What I need to consider is whether Oodle acted fairly and reasonably in terminating Mr D's agreement when they did.

In order for me to make that finding, I have considered the terms and conditions Mr D agreed to by signing the agreement he took out with Oodle. There is a section in the terms called, "*We have the right to end the agreement*" and within that section it says:

*"13.1 We will be entitled to assume that you refuse to comply with the terms of this agreement and to end this agreement, after giving you a default notice, including the opportunity to remedy any breach capable of remedy, if:*

*(a) You break any of the provisions in clauses 4 [What you have to pay?]..."*

So, I think it is clear from the terms in what circumstances Oodle may terminate the agreement held with Mr D.

I can see from account notes and copies of letters Oodle had provided, that Mr D was in arrears in November 2024, at the time the Default Notice was issued.

I can also see that Oodle made several attempts to contact Mr D and gave him the opportunity to remove the arrears.

The crux of the issue here is that Mr D says he followed Oodle's instructions and submitted the income and expenditure form before the required deadline. On the other hand, Oodle say they didn't receive the form by the required deadline from Mr D.

Mr D has provided a cropped screenshot of a message he received from Oodle, thanking him for taking the time to complete an income and expenditure form. However, I'm mindful that when our investigator initially requested a copy or evidence of a form being submitted, Mr D was unable to provide a copy. I'm also mindful that the screenshot has been cropped, removing any possible other information that was supplied, such as the date the message was sent to Mr D. So, I can't be sure when this message was sent to Mr D by Oodle.

I'm more persuaded by what Oodle says here. I say this because, I can see that Oodle contacted Mr D once the temporary hold had finished and encouraged him to contact them so they could discuss his account further. The communication explained that in the absence of a repayment solution, the next steps in their process is to terminate the agreement. I can't see that Mr D did get back in touch until the agreement had ended. I think it would be reasonable to assume that a consumer would get back in touch with a lender if they had received correspondence such as this, to ensure the information they say they supplied had been received on time. I say this because, in this instance, it contradicted what Mr D thought he was told was the next steps. So, I would have expected Mr D to get in touch with Oodle after receiving this communication, rather than waiting until the agreement was terminated.

And, in any event, it is worth noting that a completed income and expenditure form does not guarantee a lender would agree to a repayment solution but rather allow them the opportunity to consider one.

In summary, I don't think Oodle needs to do anything here.

**My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Oodle Financial Services Limited trading as Oodle Car Finance to do anything more here.

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

Ronesh Amin  
**Ombudsman**