

The complaint

Mr M complains that Oodle Financial Services Limited, trading as Oodle Car Finance (who I'll call Oodle) wouldn't accept his offer to pay £300-400 towards his account balance.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr M took receipt of a used car in May 2021. He financed the deal through a hire purchase agreement with Oodle. The agreement matured in 2024, and Mr M was unhappy Oodle wouldn't accept an offer he made to make regular contributions towards the outstanding debt.

Oodle explained that it couldn't agree to Mr M's proposed payments until it had assessed whether the arrangement would be affordable for him. As Mr M hadn't completed a budget plan, Oodle considered it reasonable to reject his proposal. Our investigator agreed. She noted that Mr M had also asked her to listen to all the calls he'd had with the business since 2021, but because he didn't explain what she should be looking for, she reviewed the call notes instead. She didn't find anything in those notes that changed her view.

Mr M disagreed with the investigator's opinion and he asked for a final decision 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.

I agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr M acquired his car under a hire purchase agreement, which is a regulated consumer credit agreement. This means our service is able to consider complaints about it.

At the outset I want to explain that this service is only able to consider complaints after the business has had a chance to provide their opinion on them. I'm therefore only considering the issues that the business responded to in their final response of 11 December 2024. Our investigator has already explained that the complaint about a potential data breach was

referred to us too late and can't be considered. That leaves Mr M's complaint about whether it was fair for Oodle to reject his payment offer. I'll consider that now.

When a consumer is experiencing financial difficulties, I'd expect a business to be sympathetic and to show some forbearance. That may include things like setting up a payment plan, but that plan needs to be affordable for the consumer and here I can't see that Mr M engaged with Oodle's requests for budgetary information. The account notes show that Oodle requested that information in January, February and November 2024 but as there's no record the information was ever provided by Mr M I can't say they were unreasonable not to accept his suggested payment arrangement; they were obliged to ensure it was sustainably affordable for Mr M and they couldn't do that without the information they'd requested.

Mr M has asked us to consider all correspondence and calls made during the period of his lease, but he's not provided any further direction. He's not suggested what information we are likely to discover that would change my view that Oodle didn't need to consider his payment proposal. And he hasn't directed me to a specific call/s where that may have been discussed. Having considered Oodle's call notes I think they are adequate in the circumstances and I'm not therefore going to listen to calls or to ask for other correspondence.

I'm not upholding Mr M's complaints. If he remains dissatisfied with other matters Oodle have not, as yet, considered, he should refer complaints to Oodle and may then be given rights by them to refer those new issues to this service for consideration.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 February 2026.

Phillip McMahon
Ombudsman