

## **The complaint**

Ms M complains about how she was treated when dealing with difficulties making payments on her car finance agreement with Oodle Financial Services Limited (“Oodle”).

## **What happened**

Ms M entered into a hire purchase agreement with Oodle in May 2022 for a used car. She’s explained how her health led to her having payment difficulties from 2023 onwards, which came to a head in 2024 when the account was terminated and Oodle appointed a recovery company to attempt to recover the vehicle without a court order.

Ms M complained to Oodle in September 2024. She complained that the visit from the debt collection company was unpleasant, she felt pressured, and they tried to pressure her into signing to voluntarily surrender the car. Her second complaint point was that before terminating the agreement, she hadn’t been offered a formal arrears payment plan, which she didn’t think was fair.

Oodle issued a final response letter (FRL) on 10 October 2024, which didn’t uphold her complaint. However, they then issued a further letter on 8 November 2024, in which they apologised and said that after review, they didn’t feel they had contacted Ms M enough prior to termination, and on this basis, they had assessed things at the time and agreed a concessionary arrangement for the vehicle to remain in her possession. They referenced that the email about this had been sent to her on 30 September 2024, so before the first FRL.

They also said they understood that she had been in hospital and communications were difficult, so they included a third-party form for her to authorise someone to speak to them on her behalf if that would help. They re-iterated that due to the termination of the account, it was important they spoke to her to discuss her account and her offer of repayment.

But as they hadn’t heard from her, they said they would have to continue with their attempts to obtain a return of goods order through the courts, to repossess the vehicle.

In February 2025, Ms M brought her complaint to our service, citing the service she’d been provided and how her debt had been handled. Unfortunately, there were some delays, and it wasn’t investigated until October 2025. An investigator gave their opinion in November 2025 that Oodle had done nothing significant wrong and didn’t need to do anything more.

Ms M didn’t agree and pushed back on several points. Unable to reach agreement, the case has come to me 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.

Having done so, I’ve reached the same overall conclusions as the investigator, and for

broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

Up to this point, our service has considered every action and interaction in great detail to conclude that Oodle haven't done anything wrong. This isn't quite what Ms M complained to them about and doesn't meet our service's remit to be quick and informal, so I don't intend to go into the same detail as has been done already. I've reviewed what Ms M has been told by our service so far, and agree with it, but for our final response, I will focus on what she's told us are the key reasons why she's referred the case for this final decision.

The first of these is that there are factually inaccurate points in the investigation, notably that Oodle knew for a period of time about her health concerns, before they terminated the agreement. I accept that this hasn't been explained in detail previously but am afraid it doesn't make any difference to the overall assessment of whether she's been treated fairly.

I'm satisfied that Oodle have treated her with due care and attention, recognised her vulnerabilities, and tried to work with her to find a way to sort the financial issues out. But they don't have an obligation to allow her to build up more debt without being able to pay for it. Indeed, it would be irresponsible for them to do nothing and allow this to happen, especially if they knew her health was not good and was impacting on her ability to earn money and make payments.

She arranged payment plans with them for arrears on more than one occasion but hasn't been able to keep up with these plans. Ms M has also referenced that Oodle knew of her health issues impacting her ability to communicate with them, but I've seen no evidence that she told them about how her health might mean she struggled to communicate with them, other than the short period of time when she was hospitalised, when she told them this.

When she was hospitalised, I can see Oodle have said they'll pause things for two weeks and then written to her to confirm they really needed to speak to her to try to sort things out. They've also highlighted that she could appoint a third party to deal with them on her behalf, so I am satisfied they've taken all necessary measures here to try to accommodate her situation.

Ms M's second point is that Oodle admitted failings in their letter of 8 November, when they said they did not contact her enough prior to termination. I'm not sure I agree with Oodle here. In their FRL, they confirmed they had emailed her, written to her, sent text messages and tried to call her on at least three occasions. I'm not sure where they have then concluded that they didn't do enough.

I suspect they've said this to explain why, shortly before their FRL, they emailed her and offered a concessionary arrangement to allow her to keep the car and make up payments. But again, fundamentally, I'm not persuaded that they've got anything wrong here under their obligations to treat her fairly. Ms M feels that their admittance to this means they mishandled the termination process and doesn't agree with our investigator when they said that ultimately, they don't feel this would have changed the outcome. I'm afraid I don't agree with her on this point, and I do agree with the investigator.

The third point Ms M raises is that as she'd paid over a third of the total payable, Oodle

could not repossess her vehicle without a court order, so they shouldn't have sent a third party to try to collect the car. I'm satisfied that Oodle appointed the debt collection firm to see if she would agree to a voluntarily surrender, at which point they would take the car. As she didn't agree, they didn't attempt to repossess the car.

As Ms M explained in her testimony to us, the agent declined to enter her house when invited, probably because they knew this would potentially be seen as them attempting to repossess the car without her agreement, so I am satisfied this was what was planned all along, to see if she would voluntarily surrender the car.

Alongside this, there was a separate complaint raised with this debt collection company about their attitude and behaviour. I think that is the better route to answer this issue, not to try to hold Oodle responsible for the company's conduct. Oodle did nothing wrong in appointing them to see if she would be prepared to voluntarily surrender the car.

Ms M's fourth point is that Oodle didn't consider her vulnerability fairly. I've seen no evidence of this. I can absolutely understand that Ms M may have felt that they could have treated her differently, but from the journey I've seen, I think they have tried to accommodate her, tried to find ways for her to continue paying the agreement and make up the arrears, and given her every opportunity to try to keep the car and service the agreement and debt.

However, she couldn't do this for any real length of time. As I've mentioned before, sometimes a business can treat a customer unfairly by allowing them too much flexibility which ends up allowing debts to build up further than should have been the case. This is always a difficult balancing act for any business, and I'm not persuaded that Oodle got this wrong in her case.

Ms M's fifth point is that she's consistently shown willingness to pay the money owed. I agree that she's shown willingness and has filled out income and expenditure forms and agreed payment plans. But she hasn't been able to keep up payments, and willingness to pay doesn't mean that Oodle need to give her unlimited time to build up arrears. I've seen no occasions when Oodle haven't agreed a repayment plan or haven't ensured they have up to date details from her about her income and expenditure before trying to arrange payment plans with her. This is treating her fairly; making sure that she would actually be able to afford what she is offering to pay, before agreeing a plan. Unfortunately, and I accept this was likely due to her health issues, Ms M couldn't keep up with payment plans.

Ms M has said that she's always tried to find a fair and sustainable resolution. I agree with this. But if there isn't a sustainable resolution that can be met, Oodle have a responsibility to terminate the agreement, and look at what options treat her most fairly in that difficult situation, including potentially repossessing the car.

Finally, I want to come back to the two specific complaint points Ms M raised originally with Oodle at the beginning. The first was about how the collections agent treated her when they visited. I'm sorry if this upset her, but I can't agree Oodle did anything wrong here in appointing them. A complaint has been raised to the company directly about their conduct, and they gave her rights to refer their FRL about that complaint to our service, and I think that was the right forum for complaints about their conduct.

Secondly, Ms M said that Oodle hadn't offered her a formal arrears payment plan before terminating the agreement. There had been several payment plans agreed and attempted prior to the termination, and ultimately, they had failed and Oodle needed to make a judgement about whether to terminate the agreement and avoid further debt building up. I'm satisfied they acted fairly here.

In referring the case for a final decision, Ms M has asked for an Ombudsman to consider the errors made by Oodle, the distress and harm caused to her by them trying to recover the car, and whether they adequately treated her with forbearance, especially considering her vulnerability. I'm sure that this has been a really stressful time for her, and I hope her health improves or has improved so that things can settle into a happier and more stable period for her.

But I've considered all the things she's asked me to, regarding Oodle and her agreement, and whilst it won't be the answer she wants, I'm afraid I don't think Oodle have done anything wrong here, and I won't be asking them to do anything more.

### **My final decision**

I am not upholding this complaint.

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

Paul Cronin  
**Ombudsman**