

The complaint

Mr P complains that Oodle Financial Services Limited (who I'll call Oodle) were wrong to accept a payment towards his finance agreement from a third party. He says they should also have reported the car as stolen by that third party.

What happened

Mr P took receipt of a car in December 2019. He financed the deal through a hire purchase agreement with Oodle. The dealership recorded a third party on the V5 and Mr P complained to this service about that issue as the third party had taken possession of the car although Mr P was still paying for it. That complaint has been considered separately but provides some context to the complaint Mr P has now raised with this service. Mr P is unhappy that Oodle have accepted a payment towards his agreement that has been made by that third party. He also says they should have reported the car as stolen by that third party

Our investigator didn't think Oodle had done anything wrong but as Mr P disagreed the case has been referred to me, an ombudsman, to make a 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.

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 P acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

I appreciate Mr P believes the third party's actions amount to theft and that Oodle should have reported that to the police. Determining whether a criminal offence has occurred is outside my remit. My role is limited to considering whether Oodle acted fairly and reasonably in its handling of the finance agreement. I can't make findings about the conduct of third parties or resolve disputes about possession of the vehicle. Oodle's stance that Mr P should report any theft and that they don't want to because the third party is the registered keeper seems reasonable.

I appreciate how upsetting this is for Mr P. However, I'm satisfied Oodle didn't do anything wrong by accepting payment towards the hire purchase agreement. The third party being the registered keeper, or being in possession of the car, didn't give them any rights under the

agreement. Accepting the payment didn't authorise their actions or cause Mr P any additional loss. Any dispute about the removal or use of the car is a matter between Mr P and the third party rather than being something Oodle is responsible for. I can't see that Oodle were required by consumer credit law or the Financial Conduct Authority rules, to refuse third party payment and I can't see that they disclosed information to the third party or acted on their instructions.

It's for those reasons that I'm not asking Oodle to take any action.

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 P to accept or reject my decision before 13 January 2026.

Phillip McMahon
Ombudsman