

The complaint

Mr O complains about a charge Oodle Financial Services Limited (Oodle) asked him to pay when he returned a car he had been financing through an agreement with them.

What happened

I issued a provisional decision on this complaint earlier this month. An extract from that provisional decision is set out below.

Mr O took receipt of a used car in August 2023. He financed the deal through a hire purchase agreement with Oodle. He voluntarily terminated the agreement in May 2025. The car was inspected before it was returned and the inspector noted that no service documents were present. Oodle subsequently sent Mr O a bill for £200 to compensate them for the missing service history.

Mr O complained to Oodle but when they refused to remove the charge he referred his complaint to this service. He explained that the service documentation had been placed inside the logbook and had been handed to the inspector prior to inspection. Our investigator was persuaded this was the most likely explanation and he suggested that Oodle should waive the missing service charge.

Oodle disagreed. They explained that Mr O had signed the inspection report that explained the service history was missing and they asked for a decision by an ombudsman.

What I've provisionally 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.

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 O 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.

Although the finance agreement doesn't explicitly require servicing at fixed intervals, it does require Mr O to keep the car in good working order. In practice, that obligation would normally include routine servicing in line with the manufacturer's recommendations. Given that Mr O drove over 18,000 miles and kept the car for around 21 months, it's reasonable to conclude that servicing was necessary during that time. Mr O signed the inspection report confirming that no service records were provided. On the balance of probabilities, this signed report carries more weight than his testimony alone. This view is reinforced by the

inspector's photograph showing other documents present at collection. If service records had been provided, it's likely the inspector would have photographed them too. Their absence in the photographic evidence strongly supports the conclusion that the service records were not supplied.

Overall, I'm not persuaded that there is enough evidence to show the service history was present when the car was collected. In those circumstances, I consider Oodle's decision to apply a modest charge reasonable, as it helps offset the likely reduction in the car's resale value caused by the absence of servicing documentation.

My provisional decision

For the reasons I've set out above, I'm not currently expecting to uphold this complaint.

The parties' responses

Oodle agreed with my provisional decision but Mr O didn't, he said:

"I respectfully submit that the conclusion rests on assumptions that are not supported by evidence and does not fairly apply the balance-of-probabilities test.

I consistently stated that the service history was placed inside the vehicle logbook and handed to the inspector at collection. This is a normal and common way for documents to be stored and passed over. Oodle have not produced any evidence that the documents were not provided — only that the inspector did not record them. These are not the same thing.

The provisional decision assumes that if service records were present they would have been photographed. There is no evidence that inspectors are required to photograph all paperwork handed to them, nor that failure to photograph documents proves they were not supplied. Inspectors routinely photograph vehicles, keys and visible damage — not loose paperwork. This assumption is speculative and cannot reasonably outweigh my consistent account.

The signed inspection form should also not be treated as confirmation that no documents were supplied. At handover, customers are asked to sign quickly while the vehicle is collected. A signature confirms attendance, not that every administrative box has been checked for accuracy. This is well recognised in Ombudsman decisions and should not be elevated to proof.

Oodle allege I caused them a £200 loss. The burden is therefore on Oodle to prove the service history was not provided. They have not done so. They rely solely on the absence of a record, which is equally consistent with inspector error."

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 understand why Mr O feels strongly about this, but I remain persuaded that the service records were more likely than not missing at the time of collection. Oodle's evidence includes the signed inspection report, which states that the service history wasn't provided. While I accept that inspectors don't always photograph every document, the presence of photographs of other paperwork suggests there was an intention to record what was handed over. If the service records had been supplied, I think it's likely they would have been photographed too. I also recognise that inspection forms may sometimes be signed quickly,

but overall, the evidence supporting the absence of the service history is stronger than the evidence suggesting it was provided. For that reason, I'm not upholding this complaint.

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 O to accept or reject my decision before 23 February 2026.

Phillip McMahon
Ombudsman