

## **The complaint**

Mr W complains about his hire purchase agreement being terminated by Oodle Financial Services Limited (“Oodle”) and their unwillingness to agree a repayment plan with him.

## **What happened**

Mr W entered into a hire purchase agreement with Oodle in April 2022 for the supply of a van. His account fell into arrears in 2024 which were cleared by November 2024 but then fell into arrears again from December 2024.

Oodle issued a default notice to him in April 2025, as the arrears had reached over £1,000, and this gave him until the 4 May 2025 to pay the arrears. The letter confirmed they may terminate the agreement after this date if things weren’t rectified.

Oodle have shown they tried to contact Mr W by phone on 6 May 2025, that they sent text messages, and when they didn’t hear from him, they terminated the agreement on 10 May 2025.

Mr W contacted them by email after this explaining that the van had been in an accident and was the subject of a disputed insurance claim, which had caused the arrears. In a phone conversation on 16 May 2025, Oodle told Mr W that to keep the van, he would need to pay the full outstanding balance on the agreement and they couldn’t reverse the termination.

In further emails at that time, Mr W said he was trying to source further funds to make a payment on the van, but Oodle explained that they couldn’t arrange a payment plan and their collection agents would make contact soon to collect the vehicle. Shortly after this Mr W complained to Oodle, explaining the financial implications of them repossessing the van and how he needed it to do his job. He explained how the van was being repaired and said that he felt he should have the opportunity to pay the arrears and continue with the finance agreement.

Oodle issued their final response letter in July 2025 and didn’t uphold the complaint. They said they had done what they were legally required to do in terminating the agreement and had decided that they could not agree a repayment plan after considering this.

Mr W brought his complaint to our service later that month, and an Investigator here investigated it and didn’t uphold it. They said that Oodle had done all it was required when terminating the agreement, and that once the termination had been carried out, whilst they could see that Mr W had been in contact then with Oodle, the agreement had ended and there was no requirement for Oodle to agree a payment plan at this point.

Mr W didn’t agree and asked for an Ombudsman to make a final decision. He said that it wasn’t right that he’d tried to agree a payment plan and Oodle wouldn’t agree one, and he’d paid around two thirds of the money so he shouldn’t be blocked from paying. He said that they shouldn’t have sent a collection agent to his house to try to repossess the van, and had been advised that they should have allowed him to make payments monthly to clear the remaining balance.

## **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. Mr W was supplied with a van under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

There are two issues here which I can answer, and one other which I can't. I'll deal with each in turn. Firstly, in his final submission to us, Mr W has raised concerns about collection agents trying to repossess the van as he's paid two thirds. This wasn't raised as part of his original complaint, so I can't formally answer it, but for his information, he's right when he says that Oodle can't just repossess the van if he's paid two thirds of the total he owed. If he doesn't agree to them taking the van back, they would then have to get a court order, which I would suspect is why they visited, took a photo of the van, and then left. I won't be commenting on their actions other than that information, as Mr W reserves the right to complain about their actions separately if he chooses.

With regards to the termination Oodle carried out, they have done this fairly. They tried several times to contact him about the arrears, but he didn't engage with them. They issued the default notice as required, with a fair deadline, and he didn't engage with them despite them making attempts to contact him in different ways. They therefore fairly continued to terminate the agreement in the correct timescales. Oodle have met all required law and industry guidance here in doing this.

The arrears when they started this action were at a level which makes it fair to issue the default notice. At that point, if Mr W could have paid those arrears, he could have continued with the agreement.

But once the agreement has been terminated, Mr W can't start payments for it again, because the agreement no longer exists. What he's left with is a debt to Oodle, and they have no obligation to agree a payment plan with him for this debt. Their obligations are to treat him fairly and with forbearance.

I've seen little evidence of what repayment plan Mr W wanted or offered, or indeed perhaps more importantly, whether he could afford to make payments anyway. He'd have had to prove his ability to make repayments even if Oodle were prepared to consider a repayment plan, otherwise it could put him into more financial difficulties to try to make payments he couldn't afford.

I'd also highlight that he has disclosed to Oodle that he was losing work because of the van being damaged and off the road and the problems with the insurance claim. I empathise with him, and I appreciate that he was being honest here and hoping Oodle would help him to find a reasonable solution. But if he wasn't receiving the income to be able to make payments to them and potentially having to pay to repair the van himself, even if they wanted to, Oodle can't agree a repayment plan which he isn't going to be able to afford.

I have genuine empathy with Mr W here and the situation he's gone through. But my role is to assess whether Oodle have treated him fairly, and I can't take into consideration things like a disputed insurance claim with a different company as part of this. I've seen nothing here that Oodle have done which was unfair. 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 Mr W to accept or reject my decision before 13 March 2026.

Paul Cronin  
**Ombudsman**