

The complaint

Mr A complains that he hasn't been provided with the service he should have been in regard to the vehicle he acquired through a hire purchase agreement with Oodle Financial Services Limited.

What happened

Mr A entered into a hire purchase agreement with Oodle FS in April 2022. He paid a £25,000 deposit and was required to make 60 monthly repayments of around £990. At the time of acquisition, the car was almost 13 years old and had been driven over 63,000 miles. Mr A says that the car wasn't of satisfactory quality and that it broke down at the end of September. Mr A complains that he wasn't provided with a hire car, had been making payments under his agreement even though he hadn't been able to use the car and hadn't been provided with the service he should have when dealing with Oodle FS. He said that the advisor he spoke with on three occasions was arrogant, demeaning, dismissive, rude and abusive.

Mr A's complaint about the car not being of satisfactory quality is being dealt with separately. Provisional decisions have been issued in regard to this which include findings in regard to the refund of payments from when the car broke down. In response to the provisional decision the associated costs of storage were also raised, and these have been dealt with as part of the 'satisfactory quality' complaint. Therefore, the issues that are being addressed in this complaint are Mr A not receiving a hire car and the conduct of the adviser Mr A spoke to when trying to resolve the issues with his car.

Oodle FS issued a final response letter dated 27 January 2023 addressing the service issues raised and apologised for the way Mr A was spoken to on certain calls and said feedback had been provided. It also acknowledged that call backs didn't take place. Because of the service issues it awarded Mr A £300 compensation. In a final response letter dated 31 January 2023, Oodle FS said it didn't uphold Mr A's complaint about not providing a hire car and did not consider that any compensation for distress and inconvenience was required.

Our investigator listened to the calls and while she noted they could have been dealt with better she said that Oodle FS had apologised and, in this case, she didn't think it was required to do anything further.

Mr A didn't accept our investigator's view. He said that after listening to the calls Oodle FS had accepted the conduct of its staff member was grossly unacceptable and that disciplinary action would be taken. Given this he said he should receive compensation for the stress and inconvenience he was caused.

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.

As has been explained, Mr A raised a complaint about the car he acquired through a hire purchase agreement with Oodle FS not being of satisfactory quality which led to it breaking down. The issue regarding satisfactory quality is being dealt with separately and so I won't comment on that in this decision. As the complaint about the car being satisfactory quality also covers the issues regarding payments when the car wasn't able to be used and storage costs, these aren't addressed in this decision.

I note Mr A's comment about the breakdown experience and that his family was endangered. I am sorry to hear of this but as the issue of satisfactory quality and the associated issue of the car then breaking down has been considered in the separate decision, I haven't considered this further. This decision is about the service Mr A received when raising his concerns about the car.

I understand that Mr A was upset by the issues he was experiencing with his car and that he felt he wasn't receiving the service he should have been when raising these. Having listened to the calls Mr A has noted, I find that both parties could have handled the call better. Oodle FS's adviser did talk over Mr A at times and on occasions the tone wasn't what it should have been, but Mr A was very frustrated and didn't at times allow the adviser to speak. Oodle FS said in its final response letter that feedback had been provided and it also acknowledged that call backs hadn't been provided when they should have been. It awarded £300 compensation for the service issues raised. In this case I find that this is a reasonable outcome and I do not find that Oodle FS is required to do anything further in regard to this issue.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 August 2023.

Jane Archer
Ombudsman