

The complaint

Miss K complains about the charges she's been asked to pay by RCI Financial Services Limited ("RCI") at the end of a car lease.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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 know it will disappoint Miss K, but I agree with the investigator's opinion. Please let me explain why.

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.

Miss K acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it. But we don't have jurisdiction to consider the complaint handling process a business adopts and I'm not therefore considering that aspect of Miss K's complaint.

The terms of the finance agreement held Miss K responsible for keeping the car in good condition. She would be responsible for any damage if the car wasn't returned in the correct condition.

The industry guidelines for what is considered fair wear and tear when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA).

I can't see that Miss K disputed the investigator's findings on the fairness of the refurbishment charges RCI levied. But for completeness I think the investigator has set out the relevant guidance from the BVRLA correctly and, having reviewed the photographs of the damage in the collection report, I'm persuaded all of the damage is fairly chargeable as it's beyond what the BVRLA guidance would suggest was fair wear and tear.

The charge for the missing key

The BVRLA guidance says, *“A full set of keys, including the spares, should be returned...”*. Miss K didn’t return all the keys with the car and by the time she did return them, at least a couple of months later, the car had been sold and they would have been of no use to RCI. I can see from RCI’s system notes in September 2020 that they’d explained if the car was sold it wouldn’t be possible to waive the charge they’d made. So, I don’t think RCI had to waive this charge.

The charge for the missing service record

The BVRLA, on this issue, advise:

“The service book supplied with the vehicle must be present and date-stamped by the service agent/repairer...”

The business have explained that the terms required the car to be returned with a stamped service book and it’s not disputed that wasn’t the case.

Miss K says she sent the service record subsequently, but I can see that RCI disputed that record as they said the document didn’t show the car registration or the garage who had completed the work. I’ve not seen that evidence either, but even if I had I wouldn’t think it necessary for RCI to remove the charge.

That’s because any loss they have incurred as a result of the car not having full service records would have been likely to have been incurred in the resale of the vehicle before Miss K provided the evidence.

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 Ms K to accept or reject my decision before 6 April 2022.

Phillip McMahon
Ombudsman