

## **The complaint**

Mr F's complaint is about charges he's been asked to pay by Hitachi Capital (UK) Plc, trading as Hitachi Capital Vehicle Solutions ("Hitachi").

## **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.

Having done so, I agree with the conclusions reached by the investigator for these reasons.

Mr F acquired his car under a hire agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The terms of the finance agreement held Mr F responsible for keeping the car in good condition. He 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).

Mr F says the business didn't take account of the length of his lease or the mileage of the car when it was handed back; I disagree. The BVRLA guidance says that inspectors will do so, and I can see the inspector was trained to assess to that standard.

I've considered the photographs of the damage that are provided in the inspection report completed at handover. I'm persuaded the scratches to the wing and door and the scuffs to the alloy wheels are all in excess of the fair wear and tear guidance. The guidance also says that charges can be made for missing items and I therefore think Hitachi have been fair to do so.

I'm not persuaded the dent to the quarter panel has been fairly charged. The guidance says dents of less than 15mm are acceptable as long as they're not on the swage line and I think that applies to this dent.

For these reasons, I uphold this complaint in part.

## **Putting things right**

Hitachi should waive the £60 charge they made to fix the dent in the quarter panel.

**My final decision**

For the reasons I've given above I uphold this complaint in part and tell Hitachi Capital (UK) Plc to waive the charge they have asked Mr F to pay to refurbish the dent on the quarter panel.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 16 March 2022.

Phillip McMahon  
**Ombudsman**