

The complaint

Mrs B complains about the way that Lex Autolease Limited had dealt with the transfer of a cherished registration number when she returned a car at the end of a hire agreement.

What happened

A car was supplied to Mrs B under a hire agreement with Lex Autolease that she signed in March 2018. She changed the car's registration number to a cherished number and, when she wanted to return the car in March 2021 at the end of the agreement, she paid £80 to Lex Autolease for the registration number to be transferred – but she didn't send it the required form. That delayed the transfer taking place and the car being collected from her – which didn't happen until June 2021.

Mrs B complained to Lex Autolease about the delay and the additional hire costs that she'd been charged. It initially didn't uphold her complaint but then offered to refund £73.48 to her for four day's rental and to pay her £50 compensation for its poor communication. It then said that four day's rental was £131.47 which would be credited to her account and it offered to pay her an additional £25 for the inconvenience caused. Mrs B didn't accept that offer and complained to this service.

Our investigator didn't recommend that her complaint should be upheld. She thought that Lex Autolease could have done better but it had offered £75 for its poor service, which she thought was fair in the circumstances. She said that it had reduced the rental charge by £131.47 and that she couldn't reasonably ask it to do more than it had already done.

Mrs B has asked for her complaint to be considered by an ombudsman. She has responded to our investigator's recommendation in detail and says, in summary, that:

- she paid £80 to Lex Autolease by bank transfer and the information provided should have made it easy to link the payment to the car and for Lex Autolease to have advised her that she needed to complete a form but no further correspondence was received;
- Lex Autolease had that payment until she chased up the transfer six weeks later and it then completed the form on her behalf but advised her about a strike at the DVLA;
- she's been told that Lex Autolease has received a high volume of complaints about this issue and was looking to change its process, which she believes has now been implemented; and
- the car was parked for 14 days waiting for collection and she shouldn't have to pay rental for that period.

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 outcome recommended by our investigator for these reasons:

- Mrs B paid £80 to Lex Autolease in March 2021 for her cherished registration number to be transferred but she didn't send it the required form for the transfer to take place;
- that delayed the transfer being made and the car being collected – which didn't happen until the beginning of June 2021;
- I consider that Mrs B's failure to return the completed form significantly contributed to the delay in the car being collected from her;
- I consider that Lex Autolease has also contributed to the delay in the car being collected from Mrs B and it has accepted that its communication with Mrs B was poor (and it's offered her a total of £75 compensation for the inconvenience that that caused) and it has also credited £131.47 for four day's rental to her account;
- I consider that Lex Autolease's offer to pay £75 compensation to Mrs B and the credit of £131.47 is a fair and reasonable response to Mrs B's complaint and is fair and reasonable compensation for its contribution to the delay in the car being collected;
- Mrs B still had the car and was able to use it until it was collected from her – she says that it was parked for 14 days waiting for collection but I consider that it's fair and reasonable for Lex Autolease to charge her rental for the period that she had the car (less the four day's rental that it has credited to her account);
- I'm not persuaded that there's enough evidence to show that Lex Autolease should have done more after it received the payment from Mrs B to arranged the transfer of her cherished registration number or that it's processes needed to be changed;
- we offer an informal dispute resolution service and try to resolve complaints by customers about financial businesses by looking at what we consider to be fair and reasonable in the circumstances but we have no regulatory or disciplinary role over those businesses and I'm not normally able to require any of them to change the way that it conducts its business; and
- I sympathise with Mrs B for the frustration that she clearly feels about the service that she's received from Lex Autolease – but I'm not persuaded that it would be fair or reasonable in these circumstances for me to require it to further reduce, or waive, the outstanding rental charges, to pay her any more compensation than the £75 that it has already offered to her, or to take any other action in response to her complaint.

If Mrs B now wishes to accept Lex Autolease's offer of £75 compensation, I suggest that she contacts it about that payment.

My final decision

My decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 6 April 2022.

Jarrold Hastings

Ombudsman