

## The complaint

Miss A complains that LeasePlan UK Limited, trading as Leaseplan, charged her for excess mileage maintenance in addition to a service she paid for.

## What happened

Miss A entered into a hire agreement with Leaseplan in early 2015. When the agreement ended in April 2018, Leaseplan collected the vehicle from Miss A. They said she'd exceeded the annual mileage allowance, and so they charged her for excess mileage and excess mileage maintenance.

Miss A complained to Leaseplan in September 2018. She asked for an explanation of the excess mileage maintenance charge and said she didn't think it was fair for them to charge this, because she'd paid £300 for the final service of the vehicle.

Leaseplan sent Miss A their final response to her complaint in September 2018. They said the charges were set out in the contract, and had been calculated in line with this, so they didn't uphold her complaint.

Unhappy with this, Miss A brought her complaint to this service. Our investigator looked into things for Miss A. She thought the charges had been clearly explained to Miss A, and that the fact that Miss A had paid for the final service didn't mean that she wasn't also responsible for the excess mileage maintenance charge.

Miss A didn't agree. She said she's paid for going over her mileage allowance, and she's paid for an extra service, so the maintenance charge isn't fair, as it's two charges for one thing.

I issued a provisional decision on this complaint in February 2022 recommending that it was upheld. I made the following provisional findings:

### Excess mileage maintenance

*Miss A chose to include optional maintenance services on her agreement. This was paid for by way of an additional monthly payment, and the agreement sets out that if Miss A exceeds the annual mileage allowance, then an excess mileage maintenance charge applies. I'm satisfied that the charge is clearly explained in the agreement, and that Miss A did exceed the annual mileage allowance by around 9,700 miles. So, I think it was fair for LeasePlan to ask Miss A to pay £294.67 for the excess mileage maintenance charge.*

### Service payment

*Miss A has explained that she also paid £300 for a service of the vehicle prior to returning it, and so feels she's paid for the same thing twice.*

*Miss A said that LeasePlan arranged the final service on the vehicle. I've asked Miss A for evidence of the payment she made in respect of this service, but, due to the passage of time, she's unable to provide her bank statements from the time of the transaction. LeasePlan say they have no record of Miss A being asked to pay for a service on her vehicle.*

*Due to no fault of either party, this complaint has been ongoing for some time, and evidence is no longer available that might help us to determine the exact sequence of events in relation to the final service.*

*Where evidence is incomplete, inconsistent, or contradictory, I reach my view on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances*

*Miss A's testimony has been consistent throughout her complaint to this service. That she considered she had paid twice for the same thing was the reason for her approaching our service in the first instance. She has been consistent in her explanation of what she paid for, and how much she paid for it. Miss A has also been able to provide details of how the service was arranged, and who carried it out.*

*I'm persuaded by the evidence I do have, and Miss A's testimony, that she did pay £300 for a final service of the vehicle.*

*The agreement sets out that the repair and maintenance service that Miss A selected covers the cost of servicing the vehicle in line with manufacturers guidelines. So, it seems to me that Miss A shouldn't have needed to pay to service her vehicle, because she'd chosen to pay for an optional plan that covered this.*

*So, I don't think it was fair for LeasePlan to ask Miss A to pay £300 for the final service of the vehicle.*

Miss A responded to my provision decision. She said she'd tried again to obtain copies of her bank statements, but these hadn't arrived. Miss A accepted my provisional decision.

LeasePlan responded to my provisional decision. They provided evidence of a service completed in May 2017. LeasePlan said they had no evidence of Miss A paying for another service, or one being completed when the vehicle was returned in 2018.

### **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've thought about LeasePlan's comments in relation to the service. I set out in my provisional decision why I was persuaded that Miss A did pay £300 for the final service of the vehicle. I haven't seen any new evidence that changes my mind on this point. So, I see no reason to depart from my initial findings.

### **Putting things right**

Whilst I'm satisfied it was fair for LeasePlan to charge Miss A £294.67 for the excess mileage maintenance, she has already paid £300 for a service. I understand she paid this direct to the dealer, but she opted for the repair and maintenance plan so that LeasePlan would pay for it.

This means that Miss A has paid £5.33 more than she should've to have the car serviced. So, LeasePlan should waive any outstanding charge for the excess mileage maintenance and refund Miss A, £5.33 plus 8% simple interest from the date that she paid for the service, to the date the refund is paid.

### **My final decision**

My final decision is that I uphold this complaint. LeasePlan UK Limited, trading as Leaseplan, should waive any outstanding charge for the excess mileage maintenance and refund Miss A, £5.33 plus 8% simple interest from the date that she paid for the service, to the date the refund is paid.

If LeasePlan considers that it's required by HM Revenue & Customs to withhold income tax from the interest part of my award, it should tell Miss A how much it's taken off. It should also give Miss A a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 30 March 2022.

Zoe Merriman  
**Ombudsman**