

The complaint

Mr T complains that Vauxhall Finance plc unfairly charged him for damage to a car he returned at the end of a finance agreement.

What happened

Mr T terminated his agreement and the car was collected on 11 December 2020. He asked for the inspection to be completed in his presence but was told this wasn't possible due to Covid rules. The car was inspected three days later and subsequently Mr T was charged £770 for various items of damage and a missing V5 document.

Vauxhall rejected his complaint and so he brought the matter to this service where it was considered by one of our investigators. He explained that the industry, as well as this service rely on the British Vehicle Rental and Leasing Association (BVRLA) guidelines as to what constitutes fair wear and tear.

He examined the photographs provided by Vauxhall and also those taken by Mr T and concluded the damages charge was fair. Mr T didn't agree and said that some of the damage must have occurred after the car was taken away. I issued a provisional decision as follows:

I explained I had examined both sets of photographs and in general I agreed with the damages charges. Our investigator had set out the basis for his conclusions in some detail and I didn't feel it was necessary for me to repeat those.

I noted the two alloy wheels had damaged spokes and this was sufficient for those to be deemed chargeable. The other scratches had the look of having been present for some time, but I wasn't satisfied with the charge for the rear bumper. Mr T's photograph was taken with a high resolution and I couldn't see any mark on it. As such I did not consider I could say that the cost attributed to that damage was chargeable.

I looked at the photographs of the other scratches to the bodywork and I couldn't say that Mr T's photos allowed me to conclude the inspection report was wrong. Nor could I be satisfied that they were done after the car was collected. I noted Mr T had the car for a number of years and had covered over 22,000 miles and so it is not unusual for scratches and marks as shown on the report to have occurred.

In conclusion I did not consider the evidence I had been given allowed me to say the mark on the rear bumper was chargeable. I said I believed the charge should be reduced by £125.

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.

Neither party had any comment to offer and nothing further to add and so my provision

decision remains unchanged.

Putting things right

The charge should be reduced by £125.

My final decision

My final decision is that I uphold this complaint and I direct Vauxhall Finance plc to reduce the charge it imposed by £125.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 June 2022.

Ivor Graham
Ombudsman