

The complaint

Mr L complains about charges Mitsubishi HC Capital UK Plc, trading as Novuna Vehicle Solutions ("Novuna") have asked him to pay since he returned a car he had been leasing through them.

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, whilst I know it will disappoint Mr L, I agree with the investigator's findings. I'll explain why.

Mr L 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 L 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.

Novuna are claiming refurbishment charges for four alloy wheel they say are excessively damaged.

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). So, I've used that standard when considering if the damage is beyond reasonable wear and tear and if Novuna have therefore been fair making a charge.

The BVRLA guidance says. "*any damage to the wheel spokes, wheel fascia, or hub of the alloy wheel is not acceptable*" and "*scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels are acceptable*". The guidance also says there should be no corrosion and no damage to the spokes.

I think the damage to the left hand front alloy wheel is beyond fair wear and tear and that Novuna have been fair to make a charge for it as there is scuffing in excess of 50mm.

I'm not persuaded that the photographs of the other wheels are sufficient to demonstrate there is any damage. There are some markings but there's insufficient detail in the photographs to demonstrate what they are and they're not in excess of the guidance.

Putting things right

Novuna should waive charges for three wheels but can charge for damage to the front left alloy.

My final decision

For the reasons I've given above I uphold this complaint and tell Mitsubishi HC Capital UK Plc to waive charges for three wheels but charge for damage to the front left alloy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 26 August 2022.

Phillip McMahon
Ombudsman