

## **The complaint**

W complains about end of contract charges when a hire agreement with Santander Consumer (UK) Plc trading as Volvo Car Financial Services ended.

## **What happened**

In 2018 W was supplied with a car and entered into a hire agreement with Santander. At the end of the agreement, the car was inspected. Santander later asked W to pay charges for damage.

W disputed the charges and said it had returned the car in immaculate condition for its age and mileage. In response, Santander said the charges had been raised correctly.

W remained unhappy and complained to this service.

Our investigator upheld the complaint. He reviewed the inspection report and said the charges for the left front wheel, right front wheel and right rear wheel had been unfairly applied. The investigator also said the charges for the valet and the rear right door were unfair.

W didn't agree. It said the car had been supplied without a parcel shelf, so there was no shelf to return. It said the dent in the door was within fair wear and tear. It acknowledged that there had been a delay in having the third service carried out but said this was due to illness of the mechanic. W said the scuffs on the rear light could easily be polished out and the corrosion was so small that it was unnoticeable.

Santander said it accepted the investigators view and agreed to reduce the invoice by £390, leaving £918.15 to pay.

## **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.

The terms and conditions of the agreement say that W must return the car in good condition and that any damage which exceeds fair wear and tear is the customers responsibility.

Fair wear and tear guidelines have been issued by the BVLRA and these are accepted as an industry standard in determining whether damage exceeds fair wear and tear.

I've looked at the inspection report. Having done so, and having had regard to the relevant guidelines, I'm in agreement with the investigator as to which charges are fair and which aren't fair.

I've taken account of what Mr C has said about the charges and I'll explain why I think the charges have been fairly applied for those items which remain in dispute.

Parcel shelf

The inspection report found that the parcel shelf was missing when the car was returned. The BVLRA guidelines state that all items supplied with the car must be present when the car is returned. Mr C doesn't dispute that the parcel shelf wasn't present but says it was never supplied. I've thought about this. The car was supplied new so I'd expect the parcel shelf to be present. And if it wasn't (as W says) then I would have expected W to have mentioned this at the time the car was supplied. I haven't seen anything to suggest that it did this. On balance, there isn't enough evidence for me to safely conclude that the parcel shelf wasn't present at the point of supply. Taking everything into account, I'm satisfied that the charge for the missing parcel shelf has been applied fairly.

#### Incomplete service history

I've reviewed the service history and I can see that the third service was due on 30 September 2021 or at 54,000 miles. The third service was completed on 5 January 2022 at 63,168 miles. On any analysis, the service wasn't completed when it should've been. The BVLRA guidelines state that the car must be serviced in line with the manufacturers schedule. W has said that his mechanic was unwell which caused the delay. However, I can't say that W was obliged to use a particular mechanic and I think it's very likely that there would have been other mechanics available to service the car on time. Because of this, I'm unable to say that the charge has been applied unfairly.

#### Dent in door

The BVLRA guidelines say that dents of 15mm or less in diameter are acceptable. I've looked at the photos which include a measuring tool. Based on what I've seen, I'm satisfied that the dent is more than 15mm and that the charge has been applied fairly.

#### Scuffed lamp

The BVLRA guidelines state that scuffs of 25mm or less are acceptable. I've looked at the photos. Based on what I've seen, I'm satisfied that the scuff is greater than 25mm and that the charge has been applied fairly.

#### Corrosion

The BVLRA guidelines state that there should be no corrosion on any painted area. I've looked at the photos and I'm satisfied that there is an area of corrosion to the roof. I'm satisfied that the charge has been applied fairly.

For the reasons I've given, I'm in agreement with the investigator as to which items have been charged fairly and which items haven't been charged fairly.

#### **Putting things right**

To put things right Santander Consumer (UK) Plc should remove the following charges totalling £390:

Left front alloy

Right front alloy

Right rear alloy

Valet

Corrosion rear door

The remainder of the charges have been fairly applied and are payable by W.

**My final decision**

My final decision is that I uphold the complaint. Santander Consumer UK Plc must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask W to accept or reject my decision before 9 October 2022.

Emma Davy  
**Ombudsman**