

The complaint

Mrs B complains about end of contract charges when her agreement with LeasePlan UK Limited ended.

What happened

In April 2019 Mrs B was supplied with a car under a hire agreement with LeasePlan.

In May 2023 at the end of the agreement, the car was collected and inspected. The inspection identified damage which LeasePlan said went beyond fair wear and tear.

LeasePlan asked Mrs B to pay damage charges of around £1,677.00.

Mrs B disputed the charges and raised a complaint with LeasePlan. She said she hadn't been given the opportunity to rectify any damage and said she could've had repairs carried out for a fraction of the price she was being charged.

LeasePlan reviewed the charges and found that some of the claim wasn't fully supported. It agreed to reduce the charges by £500, leaving the sum of £1177.00 payable.

Mrs B remained unhappy and brought her complaint to this service. She said the collection agent had arrived earlier than arranged, which meant that the appointment she'd booked for a pre-sale valet and paint enhancement didn't go ahead. Mrs B said the collection agent asked her to sign his tablet without offering her the chance to read the inspection report.

Our investigator partially upheld the complaint. They said that Mrs B had provided evidence that a garage was going to valet the car and buff the paintwork on the morning of the collection date. The investigator said it was likely that some of the scuff marks which were being charged at £40 each would have been rectified before collection. The investigator said it was fair to remove three charges for scuff marks meaning the overall balance should be reduced by £120.

Mrs B didn't agree. She said she'd booked the car in for a pre-sale valet and paint enhancement treatment which would've cost her around £250 - £300, which she said would have rectified all of the issues at a cost which was significantly less than the charges imposed by LeasePlan. Mrs B didn't think waiving only £120 was fair. Mrs B also said that the inspector hadn't pointed out the marks at the time of collection and said the damage could've been caused after the vehicle had been collected. Mrs B said she was disappointed that LeasePlan hadn't offered her the opportunity to purchase the car in the condition they received it.

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 Mrs B 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 guidelines are accepted as an industry standard in determining whether damage exceeds fair wear and tear.

I've looked at the inspection report including the photos. I've also taken account of the concessions made by LeasePlan in its final response letter. Based on what I've seen, I'm satisfied that the charges have been applied fairly.

I've taken into account what Mrs B has said about not having been given the opportunity to repair the car. Most of the damage relates to scuffs and scratches on various parts of the car and I've seen evidence which shows that Mrs B had booked the car in for a pre-sale valet and paint enhancement treatment at 11.00am on the morning of the day of collection.

Mrs B has said that because the collection agent arrived earlier than expected, she couldn't take the car for the valet and paint enhancement treatment. Mrs B's case is that this treatment would've addressed all the scuffs and scratches, leaving her with a significantly reduced amount to pay to LeasePlan for damage which exceeded fair wear and tear.

Mrs B has said that the collection agent called her at 7.30am in the morning and asked to collect the car within half an hour. Mrs B says the collection was booked for 12.30pm to 5.30pm but that the collection agent insisted on coming earlier.

I appreciate that Mrs B has said she wasn't given the opportunity to have the car repaired. However, by leaving the repairs (i.e., the paint enhancement treatment) until the day of collection, I think it's likely that there wouldn't have been time to complete many repairs anyway with the appointment not being until 11.00am and the collection window being from 12.30pm onwards. That said, I accept that it might've been possible to address some of the scratches and scuffs in around 1 ½ hours. But I'm not persuaded that all the damage could've been rectified. I haven't seen any evidence which suggest that all the scratches and scuffs could've been removed completely.

Mrs B has also said that she wasn't given the opportunity to look at the inspection on the collection agent's tablet. LeasePlan has said that the collection agents only document the condition of the vehicle at the time of collection providing photographic evidence. I wasn't present at the inspection so I can't be certain of what the collection agent said to Mrs B. But even if Mrs B had been able to read the inspection report, I'm not persuaded that this would've changed anything at this stage, because the agent had already noted the damage. At best Mrs B could've marked the damage as disputed, although she has subsequently been able to dispute the damage with LeasePlan in any event.

Mrs B has also suggested that the vehicle may have been damaged after it was collected. I haven't seen anything to suggest that the vehicle was damaged post collection. The collection agent would be obliged to tell LeasePlan if there had been an accident or some other damage to the car post collection and I haven't seen any reports of this nature.

Taking everything into consideration, I think it's likely that some of the scuff marks could've been removed by the paint enhancement treatment if Mrs B had kept the appointment at the garage. I'm persuaded on the balance of probability that Mrs B felt under pressure to return the car earlier when the collection agent called her at 7.30am, and that this is why she wasn't able to take the car to the garage that morning. But as I've said above, I haven't seen any evidence to persuade me that all the scuffs and scratches could've been polished out or re-painted and given the limited time available, I think it's more likely that only a few scuffs and scratches would've been treated. For this reason, I agree with the investigator that three

charges of £40 should be removed from the balance outstanding for damage charges.

Finally, Mrs B has said that she wasn't given the opportunity to buy the car. There's no obligation on LeasePlan to sell the car to Mrs B. I can see that Mrs B asked to buy the car when she called LeasePlan on 30 May 2023, but by this time the vehicle had been collected and sold on 17 May 2023, so it wasn't possible.

Putting things right

To put things right, LeasePlan UK Limited must reduce the balance by £140.

My final decision

My final decision is that I partially uphold the complaint. LeasePlan UK Limited must reduce the balance by £140.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 10 June 2024.

Emma Davy
Ombudsman