

The complaint

Mrs W complains about charges she was asked to pay by Stellantis Financial Services UK Limited, trading as Vauxhall Finance, at the end of a car lease period.

What happened

Mrs W took receipt of a used car in July 2019. She financed the deal through an agreement with Vauxhall Finance.

In July 2023 she received a message from Vauxhall Finance to say she owed them £5,288 so she could take ownership of the car as the lease had ended. That was a surprise to Mrs W as she didn't intend on keeping the car.

Vauxhall Finance, therefore, tried to arrange collection of the car. A collection was arranged for 16 August 2023, but nobody turned up. A further collection was arranged for 21 August 2023 and following that Vauxhall Finance asked Mrs W to pay them refurbishment charges and missing item charges totalling £1,317.

When Mrs W complained to them, they agreed to remove a £60 charge to refurbish a rusty roof and they agreed to waive any collection charge due to the issues Mrs W had experienced. They also waived any charges for a missing MOT as it wasn't Mrs W's fault she'd had to retain the car past its MOT date.

Mrs W wasn't happy with Vauxhall Finance's response. She escalated her complaint to this service. Our investigator didn't think all of the refurbishment charges were reasonable and Vauxhall Finance agreed. But Mrs W still didn't agree. She thought, in particular, that Vauxhall Finance had been unreasonable to levy a charge for a missing V5 document. She explained she'd been trying to get it to them and that she had tried to give it to the agent who collected the car. She asked for a final decision by an ombudsman.

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 know it will disappoint Mrs W, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mrs W acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Refurbishment charges

The terms of the finance agreement held Mrs W responsible for keeping the car in good condition. She would be responsible for any damage if the car wasn't returned in the correct condition.

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). I've considered the photographs of the damage in the inspection report and compared the damage to the BVRLA standard.

Dents

The BVRLA standard says that dents of less than 15mm are acceptable.

The inspector's photographs show dents to the offside front wing, nearside rear quarter panel, rear bumper, front bonnet, near side front door and offside rear door, that I think are all greater than 15mm. I think Vauxhall Finance have been fair to make charges for refurbishment in each area.

The photographs don't clearly show that dents to the nearside rear door (a charge of £38) and to the offside front door (£38) are in excess of the BVRLA guidance. I don't think it was fair for Vauxhall Finance to impose those charges and they should be removed.

Scratches

The BVRLA guidelines say that surface scratches of no more than 25mm are acceptable as long as the primer or bare metal is not visible, and the scratch can be polished out.

The photographs show the scratches to the front bumper to be greater than 25mm and the charge is a fair one.

The scratch to the offside rear quarter panel appears less than 25mm and no primer or bare metal is visible. I think that charge of £60 should be removed.

Wheels

The BVRLA guidance says that scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels/wheel hubs are acceptable.

I think the scuffing to both wheels is in excess of that standard and a charge has been fairly applied.

Tailgate

The BVRLA guidance explains that scratches in the boot area that reflect normal use are acceptable but shouldn't be more than 25mm. The scratch here is more than that and I think a charge is reasonable.

The missing V5

The return conditions that Vauxhall Finance sent to Mrs W in July 2023 explained that the V5 logbook should be returned with the car. While I understand that Mrs W says she tried to give it to the agent, Vauxhall Finance dispute that and, on balance, as it wasn't returned with

the car, I think the charge Vauxhall Finance made was a fair one to compensate them for the additional administration the missing documentation would have caused.

The return process

There were clearly issues with the collection process here and I can understand Mrs W's frustration at having to take a holiday only to find that the collection didn't take place. I can see that Vauxhall Finance didn't charge for collection or for a missing MOT and that Mrs W was happy with that resolution. But I don't think that went far enough and I think they should pay Mrs W £50 to compensate her for the distress and inconvenience caused.

My final decision

For the reasons I've given above, I uphold this complaint in part and tell Stellantis Financial Services UK Limited to:

- Remove the charges that they imposed for refurbishment of the nearside rear door (£38), offside rear quarter panel £60 and offside front door (£38).
- Pay Mrs W £50 to compensate her for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 6 November 2024.

Phillip McMahon
Ombudsman