

The complaint

Mr A complains that the poor service he received from LeasePlan UK Limited (LeasePlan) led to him facing charges that he otherwise wouldn't have had to pay.

What happened

In January 2021 Mr A entered into a car hire agreement with LeasePlan. When the agreement was coming to an end he tried to obtain a settlement quote and information about extending the hire. There was a delay, and LeasePlan didn't get back to him to approve the extension until the day before Mr A had arranged collection of the car. The car was, therefore, collected and, following an inspection, LeasePlan sent Mr A an invoice for £400 as they said there was damage to the vehicle.

Mr A complained to LeasePlan about the poor service he had received. He wanted them to reduce the damage charges. Leaseplan apologised for the poor service but didn't provide any compensation or agree to reduce the charges.

Our investigator thought LeasePlan should pay Mr A £100 in respect of the distress and inconvenience caused by the poor service. He didn't think there was sufficient evidence to suggest that the damage charges should be reduced. As Mr A disagreed, his complaint has been passed to me, an ombudsman, to make a final 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.

LeasePlan have apologised for the delays Mr A experienced here. They've explained that a system change meant they couldn't respond in time.

Mr A doesn't dispute the damage or that charges could be applied but he wants the charges reduced to reflect the inconvenience he was caused. He says if he had proceeded to buy the car he would never have had the damage repaired and wouldn't incur those costs.

I think LeasePlan have caused Mr A some distress and inconvenience here. He wanted information promptly as he was going on holiday for several weeks and may have wanted to return the car early if an extension wasn't approved or viable. He also wanted to ensure his cherished plate was removed in good time if a collection was necessary. Given the inconvenience caused I would agree with our investigator that LeasePlan should pay him £100 in compensation.

I'm not persuaded that LeasePlan ought to do anymore. The contract allowed them to impose damage charges if the car wasn't returned in a good condition and there's no dispute that it wasn't. If the hire period was extended the charges would still be due. Mr A says he wanted to keep the car, and, in those circumstances, he says he wouldn't have incurred any damage charges. I can see he was given a quote to buy the vehicle on 6 December 2023. It seems that quote was provided in good time, but Mr A didn't buy the car, so I'm not

persuaded by that argument. Overall, I think £100 compensation is sufficient here.

My final decision

For the reasons I've given above, I uphold this complaint in part and tell LeasePlan UK Limited to pay Mr A £100 to compensate him for the distress and inconvenience caused, unless they have already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 November 2024.

Phillip McMahon
Ombudsman