

The complaint

Mr A complains about a charge ALD Automotive Limited, trading as Polestar Leasing ("ALD"), applied for a missing service history when he returned a car at the end of his lease agreement.

What happened

Mr A entered into a hire agreement with ALD in June 2021; the agreement ended around April 2024 and Mr A arranged for the car to be collected.

Following collection of the vehicle, ALD contacted Mr A to enquire about a missing service history which he should have returned with the car. Mr A sent the service history to ALD and it received it a week later.

However, ALD had already sold the car by this point, and it charged Mr A £400 for the missing service history which it said reflected the reduction in value of the car because of its absence. It also charged Mr A for damage to one of the wheels, which he does not dispute so that has not been considered here.

Mr A complained to ALD about the charge for the service history. ALD didn't uphold his complaint so he brought it to this service.

Our investigator looked at this complaint and concluded that the charge wasn't fair and that ALD should remove it. ALD didn't agree. It said that although Mr A had been given the opportunity to return evidence of the service history after collection, it should have just been provided when the vehicle was originally returned.

As ALD didn't agree with the investigator's view it asked for an ombudsman to review his complaint.

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, I've reached the same conclusion as our investigator and for the same reasons.

The terms and conditions of the agreement, signed by Mr A, sets out Mr A's obligations in terms of keeping the vehicle in good condition and repair in line with the guidelines issued from time to time by the BVRLA.

The BVRLA guidelines also set out the requirements to return the vehicle with a copy of its service history. ALD also emailed Mr A to remind him of what was required of him when he returned the vehicle.

Mr A didn't return the service history with the vehicle. He says he assumed it was electronically recorded as it had been with other vehicles he had leased.

Following collection of the vehicle, ALD emailed Mr A on 18 April 2024. It gave Mr A the opportunity to supply the service history and it said:

"Should you be able to provide the requested service evidence, please can you kindly reply to this email in the next 72 hours...to discuss the matter further."

Mr A did exactly that. He emailed the next day confirming that he was waiting for a garage to send him a copy of the service invoices and he expected to receive them on the Monday, which would have been 22 April 2024. There was no further email or telephone exchange between ALD.

ALD received the service history from Mr A on 28 April 2024, but it had already sold the vehicle four days earlier. ALD says that it wasn't obliged to contact Mr A about the service history because it should have just been provided when the vehicle was returned.

I appreciate that Mr A did not provide the service history as required at the point of collection, but ALD chose to provide Mr A with a further opportunity to do so. He complied with the request to reply to the email within the deadline, explained what he intended to do next, and received no further contact from ALD either setting a specific deadline or telling him that it would not wait for the documents.

ALD says that Mr A didn't provide an intended date of return of the documents, but ALD didn't ask him to. And he did say that he hoped to get them on 22 April and that he then needed to send them on. If ALD thought this wasn't quick enough, or that it intended to sell the vehicle two days after that – as it went on to do – it needed to be clearer with Mr A about this. So, I don't think ALD acted fairly by charging Mr A for the missing service history.

Putting things right

I don't think ALD acted fairly when it charged Mr A £400 for the missing service history. For this reason, ALD must waive the charge.

My final decision

I uphold Mr A's complaint for the reasons set out above and direct that ALD Automotive Limited, trading as Polestar Leasing, put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 October 2024.

Sally Allbeury
Ombudsman