

The complaint

Mrs O complained about damage charges levied by Mercedes-Benz Financial Services UK Ltd trading as Mercedes-Benz Finance ('MBFS'), under a hire purchase agreement.

When I refer to what Mrs O and MBFS have said or done, it should also be taken to include things said or done on their behalf.

What happened

In September 2019 Mrs O entered into a hire purchase agreement with MBFS for the supply of a new car. After experiencing problems with the car Mrs O brought a complaint to this service which was upheld. This allowed her to reject the car which she did in January 2023.

MBFS subsequently contacted Mrs O to state that there were charges of £5,544.37 for damage to the car which needed to be paid by her under the terms of the agreement.

Mrs O was unhappy about the charges. She told us that:

- Most of the damage being charged for was not caused by her but occurred during the period the car was with MBFS for investigation of the problems which led to the rejection of the car.
- She had previously notified MBFS of damage caused to the car while the car was with them for investigation of the faults and had not received a response.
- The charges are an unfair financial burden on her because they were not caused by her.

Mrs O notified MBFS that she didn't believe that she was liable for most of the charges for the reasons stated above, but MBFS did not agree. Mrs O was unhappy with this response and raised a formal complaint with MBFS.

In March 2024, MBFS issued their final response, stating that they were satisfied that the damages were identified and raised correctly in line with their Vehicle Return Standards ('VRS') which form part of the agreement.

Mrs O remained unhappy with MBFS's decision and maintained that most of the charges should be waived because they relate to damage not caused by her.

To resolve the issue Mrs O would like MBFS to waive most of the charges and pay compensation to reflect the stress and inconvenience she has suffered.

One of our investigators looked into the complaint and concluded that most of the charges had been applied fairly, apart from the dent to the front left-hand door which our investigator deemed was not sufficiently evidenced. They asked for this charge to be removed and MBFS subsequently agreed to this.

Our investigator also concluded that the remaining chargeable damage occurred before the car was collected from Mrs O and therefore she is responsible for paying the damage charges.

Mrs O didn't agree with our investigator and because of this the matter has been passed to me to make a decision.

After reviewing the case I issued a provisional decision on 19 August 2024, where I explained my intention to uphold the complaint. In that decision I said:

“What I’ve provisionally 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.

If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – in other words, what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I’ve had regard to the relevant law and regulations, any regulator’s rules, guidance and standards, codes of practice, and, if appropriate, what I consider was good industry practice at the time.

Mrs O was supplied with a brand-new car by MBFS in September 2019, under a hire purchase agreement. This is a regulated consumer credit agreement which means we can investigate complaints about it.

I have looked at whether MBFS acted fairly in applying the damage charges and if the amounts charged are reasonable considering the extent of the damage.

The agreement Mrs O entered into with MBFS includes information about VRS and charges for damages which exceed fair wear and tear. This is common with hire purchase agreements for cars and the intention is to set out what is considered reasonable wear and tear on a car and what would be considered excessive damage during the period a customer is in possession of the car.

The British Vehicle Rental & Leasing Association (‘BVRLA’) also sets out industry guidance on what is considered fair wear and tear. So, I’ve taken this guidance into account along with the MBFS’s VRS, when deciding whether MBFS acted fairly and reasonably in the charges they applied. I’ve also taken into account the age and mileage of the car when it was returned.

In deciding what is reasonable wear and tear I have taken into account that the car was brand-new when Mrs O acquired it in September 2019, so I think it’s reasonable to consider the BVRLA guidance and MBFS’ VRS when deciding whether the damage is outside of reasonable wear and tear. Since the car was brand-new when acquired by Mrs O, most likely it was in a perfect condition, free from minor defects and had no scratches or damage. I also considered that when it was collected in April 2024 it had been driven 44,362 miles and was approximately five years old.

The agreement Mrs O signed says:

‘When it is time to return your vehicle whether that is at the end of the period of hire or earlier (when requested to do so), you must return the vehicle in line with the Vehicle Return Standards.’

and

'The vehicle must be:

- Free from any broken or damaged items and with no missing components or parts which were fitted as standard equipment or have been subsequently fitted to the vehicle. If any components or parts have been removed, the vehicle must be returned to the specification as originally supplied.*
- Free from any defects or condition that would be in breach of statutory requirements.*
- Free from accident damage.*
- In good, clean and marketable condition.'*

The agreement then provides further detail of what would and what would not be considered acceptable damage within the VRS.

Based on this I think it's reasonable that MBFS would be allowed to charge for damage outside of these standards.

I have also considered whether each element of the damage being charged for exceeds the acceptable level of damage and, if it does, I have considered if the amount charged for repairs is reasonable.

To assess this, I have looked at all available evidence including photos, videos and written reports, as well as representations from MBFS, their Agents and Mrs O.

MBFS used 2 Agents in recovering the car from Mrs O, I will refer to them as: 'Agent A' and 'Agent B'.

Agent A are the collection agent for MBFS, and they collected the car from Mrs O on 17 April 2024. They took photos and provided a brief report of the condition of the car at the point of collection. The car mileage is noted as 44,362 on that date.

Agent A subsequently delivered the car to Agent B, who act for MBFS in selling cars at auction. Agent B carried out a detailed inspection and produced a report which included photos and video images, identifying what damage was present at the time of their inspection.

I've reviewed the reports, photos and video evidence carefully. Having done this, I'm satisfied that most of the damage noted is representative of damage that is outside of fair wear and tear when considering the BVRLA guidance and MBFS' VRS. Also, in most instances I'm satisfied it has been fairly charged for. However, I disagree with some of the charges applied. I've explained my reasons below.

Damage to interior

- Air vent broken - £222.77*
- Door window winder right hand front broken - £130.50*

The VRS state that in respect of the car interior, 'Broken or damaged interior mouldings, trim pads, instrument panel, sun visor or headlining, etc' are not acceptable. The BVRLA guidance sets out that the interior fittings must be 'intact and free from damage.'

Mrs O states that the air vent was not broken when the car was returned to MBFS, however she has not provided any evidence of this.

Mrs O states that the door winder was broken while the car was still under warranty and that she emailed MBFS to let them know and received no response. However, a review of the correspondence only indicates that Mrs O flagged up the issue of a broken window clip, not a broken door winder, at an earlier stage. The broken window clip is covered later in my decision, but for the purposes of this charge I am treating the broken door winder as a separate issue from the broken window clip.

Having reviewed the photographs provided and considered the other evidence, I'm satisfied the damage to the air vent and window winder is representative of damage that is outside of fair wear and tear. Therefore, MBFS can charge for these and the actual charges themselves don't seem unreasonable.

Damage to exterior

- *Bonnet scratched - £210*

The VRS state that in respect of the body and paint, 'Any chipping and scratching of paintwork that has penetrated the base coat and/or has caused corrosion of any kind which cannot be polished out,' isn't acceptable. The BVRLA guidance sets out that surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable, provided that they can be polished out. A maximum of four surface scratches on one panel is acceptable.

The bonnet is also dented, however the repair for this is not being charged for because MBFS deemed it to be within acceptable return standards.

Having reviewed the photograph provided, I'm satisfied the scratch has gone through the top coat, is greater than 25mm and therefore is damage that is outside of fair wear and tear.

For these reasons I am satisfied that MBFS can charge Mrs O for this damage. And the actual charge doesn't seem unreasonable.

- *Bumper front centre chrome molding has excessive damage - £115*

Mrs O states that this damage was not caused by her, but she hasn't provided any evidence to support this. She further says that this is wear and tear as the front bumper sits close to the ground.

The VRS state that in respect of bumpers, 'Scuff marks up to 50mm (2"), which do not adversely affect the overall appearance of your vehicle' are acceptable but the following are not acceptable:

- *'Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding, or painting.*
- *Dented bumpers and/or any dents penetrating through to the base material where painted.*
- *Repairs not conforming to original finish and specification.'*

The BVRLA guidance sets out that dents of '15mm or less in diameter are acceptable provided there are not more than two per panel and the paint surface is not broken.'

Having reviewed the photographs provided, I'm satisfied that the front bumper chrome moulding has a dent, which would be deemed outside of fair wear and tear, therefore MBFS

can charge for this damage. I am also satisfied that the actual charge doesn't seem unreasonable.

I note that the Agent B's report also provides photographic evidence of a scratch to the front bumper and notes in the report that the cost to repair it is £210. However, this is not being charged to Mrs O because MBFS have deemed it to be within acceptable standards which I think is the correct decision. I believe that this is likely due to wear and tear and is the wear and tear Mrs O referred to in relation to the bumper, which I mentioned above.

- Door aperture seal, right hand front, torn - £62.08

The VRS state that 'Damaged paintwork down to bare metal and aperture seals that are torn' aren't acceptable. The BVRLA guidance sets out that 'Torn or split floor coverings and damaged surrounding trim panels are not acceptable.'

Having reviewed the photographic evidence, I'm satisfied the door aperture is torn and this would be deemed outside of fair wear and tear. Therefore, MBFS can charge for this damage, and the actual charge doesn't seem unreasonable.

Charges have been levied for the following dents to the car:

- Door LHR - £90
- Door RHR - £260
- Door shut inner LHF dented - £130
- Door shut inner LHR dented - £130
- Door shut inner RHF dented - £130
- Door shut inner RHR dented - £130
- Qtr panel LHR dented - £260
- Qtr panel RHR dented - £90

Mrs O states that she was not aware of and had not seen any of these dents.

The VRS state that 'Dents on swage lines or folder edges. Dents on high profile panels i.e. bonnets/wheel arches etc' aren't acceptable but also that 'Minor body dents, typically those caused by door-to-door contact, provided that: a) they are less than 13mm (1/2") in diameter – maximum 1 dent per panel to maximum of 2 dents per vehicle for vehicles up to 2 years old and 4 dents for vehicles over 2 years. b) if more than 2 (or 4) dents exist, the most severe should be repaired' are acceptable. The BVRLA guidance sets out that dents of '15mm or less in diameter are acceptable provided there are not more than two per panel and the paint surface is not broken. Chips within dents are not acceptable. Dents on the roof or on the swage line of any panel are not acceptable.'

Mrs O's car was more than 2 years old at the time it was collected and has more than 4 dents as listed above. Also, most of the dents are either bigger than 15mm or have a broken paint surface. So having reviewed the photographs provided, I'm satisfied these dents would be deemed outside of fair wear and tear and MBFS can charge for them. I am also satisfied that the actual charges don't seem unreasonable.

Windows

- Door window LHF aftermarket dark tint - £35
- Door window RHF aftermarket dark tint - £35

Mrs O accepts that the windows had a slight tint added but states that these are easily removed by peeling.

The VRS state that 'Incompatible window etchings and non-factory fitted tinted glass' isn't acceptable. And the BVRLA guidance sets out that 'Tinting of windows/windscreen must only be carried out with approval from the leasing company. Excessive tinting is not acceptable.'

Having reviewed the photographs provided and noted Mrs O's acceptance of the tinting being present on the car, I'm satisfied MBFS can charge for this damage and the actual charges aren't unreasonable.

Wheels and tyres

Mrs O has been charged for a damaged tyre:

- Tyre LHF front gouge - £210.69

MBFS state that the tyre could not be repaired and had to be replaced.

The VRS state that 'Any gouge, crack, cut, torn or plugged tyre side wall' isn't acceptable. BVRLA guidance sets out that there must be 'no damage to sidewalls or tread, or any cracking.'

Having reviewed the photograph provided, it is clear that there is a gouge in this tyre and therefore MBFS can charge for this. I am also satisfied that the actual charge doesn't seem unreasonable.

Mrs O has been charged for damaged alloys:

- Wheel LHF rim damaged - £427.02
- Wheel LHR rim damaged - £427.02
- Wheel RHR rim damaged - £427.02
- Wheel RHF rim damaged - £427.02

Mrs O states that these are just curb scuffs from wear and tear and that they simply needed to be refurbished. MBFS state that the damage to the alloys was too extensive to polish out or repair.

The VRS state that 'Minor scuffing or damage under 25mm to the vehicle alloy or steel rim edge or wheel face' is acceptable. The BVRLA guidance sets out that scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels are acceptable, but that any damage to the wheel spokes, wheel fascia, or hub of the alloy wheel is not acceptable.

Having reviewed the photographs provided, I'm satisfied the damage to each of the alloy wheels is over 25mm and is representative of damage that is outside of fair wear and tear therefore MBFS can charge for this. I am also satisfied that the actual charges don't seem unreasonable.

Timing of damage

Mrs O says that most of the damage was not caused by her, that she wasn't aware of most of it and that most of it occurred when the car was in the garage for investigation of the car's faults.

Mrs O says that during this period the car was kept in open storage for a substantial period and during this time she received an impact alert notification via her Mercedes phone app. In addition, when she retrieved the car from the garage after five to six months, she saw that it had damages in the form of a substantial scratch and dent which were not present when it was initially submitted for investigation of the faults.

Mrs O says that she had notified the garage about this at the time the car was returned to her and also notified MBFS. Mrs O has provided some limited documentation to support this:

- A copy of an email she had previously sent on 11 July 2022 to the garage investigating the faults with the car, regarding the impact alert notification she received on the Mercedes app. The email also mentions a scratch on the bonnet.*
- Elsewhere in her submissions Mrs O refers to having a screenshot of the app impact alert notification although she hasn't provided a copy of this.*

There is therefore some evidence that Mrs O raised a question about some damage which may have occurred to the car while it was with the garage for investigation. However, the garage is not part of MBFS and therefore is a third party in this matter. Any damage which occurred to the car while it was in the possession of a third party needs to be resolved directly between Mrs O and the third party.

When the car was collected by MBFS from Mrs O in April 2024 it was, for a period, in the possession of MBFS's Agent A and Agent B. Neither of them has reported any damage being caused while the car was with them, and I have not seen enough evidence to suggest that most likely this is the case.

It is therefore my conclusion that, on the balance of probabilities, all the damage charges above have been fairly applied and Mrs O is required to pay them.

Unfair damage charges

Our investigator was not satisfied with the following charges:

- Door LHF dented - £260*

I agree with our investigator's view that because no zebra board has been used to clearly show the dent, this charge is not sufficiently evidenced. MBFS have already agreed to remove this charge.

In addition, I am not satisfied with the following charges:

- Sill cover RH dented with damage to paintwork - £260*

I can see a scratch in the photo but as no zebra board has been used to clearly show the dent, the charge for the dent is not clearly evidenced.

I requested and received further information from MBFS about this and they have now agreed to remove the £50 charge for the dent, but not the charge applied for the scratches. The VRS say that 'Any chipping and scratching of paintwork that has penetrated the base coat and/or has caused corrosion of any kind which cannot be polished out' is not acceptable. The BVRLA guidance sets out that scratches on treads, sills and seals that reflect normal use are acceptable, and that scratches of '25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out'. Having reviewed the photos, I'm satisfied that the scratches to the paint on this sill have penetrated

the base coat and therefore MBFS can charge for this damage as it is outside of fair wear and tear. This leaves £210 chargeable for repair of the scratches which have penetrated the paintwork. I am also satisfied that this charge don't seem unreasonable.

- *Bumper rear dented - £260*

I am not convinced the charge for this dent is sufficiently evidenced or clear because:

- *No zebra board has been used to clearly show the dent in the rear bumper.*
- *The dent is not clearly visible in the photos or the video. There are 3 photos of the rear bumper, however one is blurred, and the video is not helpful either. However, in the other two photos which are clear, I don't think a dent is clearly visible.*
- *The invoice sent to the customer states 'bumper rear dented £260'. The inspection report from Agent B lists this damage as 'bumper rear dented with paint damage'.*

I requested and received further information from MBFS about this and they have now agreed to remove the £50 charge for the dent to the bumper, but not the charge applied for the scratches. They say that as the scratches on the rear bumper areas are over 75mm they are chargeable, and the charge is £210.

The VRS say that for bumpers and body mouldings 'scuff marks of up to 50 mm' are acceptable but the following are not acceptable: 'Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding or painting'. The BVRLA guidance sets out that surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable, provided that they can be polished out.

Having reviewed the photograph provided, I'm satisfied the scratches are more than 25 mm and the primer is showing. For these reasons I am satisfied that the scratch damage would be deemed outside of fair wear and tear and MBFS can charge for them. I am also satisfied that the actual charge doesn't seem unreasonable.

- *Boot lid moulding insecure - £35*
- *Tailgate spoiler incorrect type/spec - £716.75*

Mrs O has been charged for a boot lid moulding being insecure and for a non-specification tailgate spoiler. I believe these two charges are linked but the charge for the tailgate spoiler is not clearly evidenced.

The photos show a loose attachment on the boot. Mrs O states that the boot didn't have a moulding and what is seen in the photo is the after-market spoiler that she fitted with removeable adhesive. She says the adhesive has worn off causing part of the spoiler to come loose.

Whilst I accept that the VRS say that in respect of mouldings, 'Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding or painting' aren't acceptable, and that there is photographic evidence that the attachment isn't secure, I agree with Mrs O that what the photo shows is the after-market spoiler that she fitted, not the original moulding, and it is this spoiler which has come loose. Mrs O has been charged for this as the attachment wasn't part of the original specification.

The VRS say that the car must be returned 'Free from any broken or damaged items and with no missing components or parts which were fitted as standard equipment or have been subsequently fitted to the vehicle. If any components or parts have been removed, the vehicle must be returned to the specification as originally supplied'.

And the BVRLA guidance sets out that after-market accessories such as spoilers must only be fitted with approval from the leasing company.

Our investigator concluded that as the spoiler wasn't part of the original specification, MBFS can charge for the removal of this which I think is reasonable. However, I think the charge applied is excessive if the item can be removed without damaging the car. Mrs O says that the spoiler was fitted with removable adhesive which peels off with no damage.

I have requested and received further information from MBFS about this and they have agreed to waive the charge of £716.75 for the non-specification spoiler but not the charge of £35 for removing it. I think this is reasonable to reflect the likely cost of either removing or re-adhering the loose attachment.

Missing items

Mrs O has been charged for a missing item:

- *First aid kit missing - £63.50*

The VRS say that 'You must return the vehicle together with everything originally supplied with the vehicle: V5C log book (if applicable), spare/additional keys, transmitter and codes, alarm system, locking wheel nuts, vehicle handbook, complete service manual, charging cables (if applicable).'

Mrs O says that no first aid kit was provided with the car. I have requested and received further information from MBFS about this and they have agreed to waive the charge because no signed handover form was provided by the supplying dealer to the customer to confirm that this item was provided.

My provisional decision

For the reasons explained above, I intend to direct Mercedes-Benz Financial Services UK Ltd trading as Mercedes-Benz Finance to remove or reduce the following charges and reduce the balance payable by Mrs O accordingly:

Charges to remove:

- *Door LHF dented - £260*
- *Tailgate spoiler incorrect type / spec - £716.75*
- *First aid kit missing - £63.50*

Charges to reduce:

- *Sill cover RH dented with damage to paintwork £260 – reduce by £50 to £210.*
- *Bumper rear dented with paint damage £260 – reduce by £50 to £210."*

I asked both parties to provide me with any additional comments or information they would like me to consider by 2 September 2024. Both parties responded.

MBFS said they are happy to accept the provisional decision and proceed as recommended to resolve Mrs O's complaint.

Mrs O disagrees with my provisional decision and has made further comments which I will address below.

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.

Mrs O disagrees with my decision and doesn't think she should be paying for any of the damage other than the gouged tyre and the aftermarket tints – I will address her points in turn.

Mrs O has also mentioned that in my provisional decision I said that the car was collected in April 2024, but it was actually April 2023. I have checked and Mrs O is correct, and the car was collected in April 2023, but this has no overall impact on the outcome.

Broken air vent

Mrs O maintains that the air vent was not broken when the car was returned to MBFS. She also says that the responsibility to document the condition of the car upon collection should reasonably fall to MBFS and that it is standard practice for a lessor to provide evidence of any damages at the time of pickup, which did not occur in this instance.

I've considered this and have looked again at the correspondence from MBFS and their agents, who I referred to previously as '*Agent A*' and '*Agent B*'.

Agent A collected the car from Mrs O on 17 April 2023 and provided a collection receipt. MBFS have previously explained that Agent A is a collection only agent and does not inspect cars on collection, other than to ensure they are safe and legal to be transported. Therefore, Agent A was not in a position to, nor obliged to, highlight any damage to Mrs O, because they were simply collecting the car to deliver it to Agent B. The car was delivered to Agent B, who carried out an inspection on 18 April 2023 and produced a detailed inspection report which showed the condition of the car at that time, and which included photos and video images, identifying what damage was present.

Neither of MBFS's agents reported any damage being caused while the car was with them, and I've not seen enough evidence to suggest that most likely this is the case.

I've reviewed the reports, photos and video evidence carefully again and having done this, I think the air vent was most likely broken when MBFS collected the car from Mrs O, and therefore MBFS can charge for this damage and the actual charges don't seem unreasonable.

Broken door winder/window clip

Mrs O says that the '*door winder*' was broken while the car was still under warranty and that she emailed the dealer to let them know and received no response. In my provisional decision I explained that a review of the correspondence indicated that Mrs O had flagged up the issue of a broken '*window clip*'. Mrs O has now confirmed that when she referred to a '*broken window clip*' she was referring to the mechanism used to operate the window, which in this case is an electric clip button, not a manual winder. I'm satisfied that this was Mrs O's intention and therefore I've looked again at all the evidence relating to this damage.

In an email of 11 July 2022 to the dealer, Mrs O does refer to the electric window button needing fixed. Mrs O says she received no reply to this. Our investigator explained that this email was between Mrs O and the dealer and that MBFS couldn't be held responsible for anything another business may have done or failed to do.

MBFS were first made aware of this damage when they received the collection inspection report of 18 April 2023. So, I agree with the investigator that, in this specific circumstance, I don't think it's reasonable to expect MBFS to be responsible for what the dealership may have done or failed to do.

Mrs O said she reported this damage while the car was still under the car manufacturer's warranty, but I still don't think it would have been reasonable to ask MBFS to raise a warranty claim after the car was returned. I say this because, even if the car's manufacturer's warranty was still in force and assuming that it would have covered such damage, I don't think it's reasonable to expect MBFS to delay the sale of a returned car while they raise and wait for the outcome of a warranty claim for damage not brought to their attention until after the car was returned. It's common practice for cars at the end of a hire agreement to be sold at auction in their current condition and unrepaired, and the sale price achieved for such cars will generally be lower to reflect the cost of repairs for any damage present. In addition, MBFS are not obliged to make a claim under the manufacturer's warranty, and, under the terms of the hire agreement, they are able to charge Mrs O for this damage, which is outside of fair wear and tear, without making such a claim.

For the reasons I've explained MBFS can charge for this damage and the actual charges don't seem unreasonable.

Scratch on bonnet

Mrs O says that the scratch on the bonnet occurred while it was with the dealer and that she raised this with the dealer in her email of 11 July 2022 but received no reply.

Mrs O has provided a copy of the app notification which I've considered along with her further comments about this.

The app notification indicates that on 7 May 2022 there was a 'slight impact' to an unknown area of the car and the email of 11 July 2022 from Mrs O to the dealer does mention the app notification. However, I haven't seen enough to reasonably conclude that the app notification relates specifically to the scratch damage to the bonnet.

For the reasons I've explained MBFS can charge for this damage and the actual charges don't seem unreasonable.

Damage to bumper

Mrs O says that the scuffs on the bumper are consistent with normal wear from navigating typical road conditions such as speed bumps and should be considered fair wear and tear. She also says that they do not exceed the dimensions stated in the BVRLA guidelines for acceptable wear and are superficial, not requiring extensive repairs.

I've already explained in my provisional decision that having reviewed the photographs provided, I'm satisfied that the front bumper chrome moulding has a dent, which would be deemed outside of fair wear and tear as per the guidelines mentioned in my provisional decision, and I've not seen anything which leads me to a different decision.

For the reasons I've explained MBFS can charge for this damage Therefore, I remain satisfied that MBFS can charge for this damage and the actual charges don't seem unreasonable.

Damage to the door aperture seal

Mrs O says that the damage to the door aperture seal is a result of sun exposure, which has degraded the material over time, not through any misuse or neglect on her part. Mrs O also says that such wear should be expected and considered normal for a car of its age and exposure conditions.

Having reviewed the photographic evidence again and considered Ms O's additional comments, I've not seen enough to reasonably conclude that this damage was caused by sun exposure or is a result of normal wear and tear. I remain satisfied that the door aperture is torn, and this damage exceeds fair wear and tear, therefore MBFS can charge for this damage and the actual charges don't seem unreasonable.

Dents

I've considered that Mrs O says that the dents on the door are from door-to-door contact and questions why she should be responsible for them.

I've already explained in my provisional decision why I'm satisfied this damage exceeds fair wear and tear. The circumstances which led to the damage in this case don't change this and therefore this damage remains chargeable, and the actual charges don't seem unreasonable.

Damage to alloys

Mrs O says that the charges for the alloy wheels are excessive given the nature of the damage and that the scuffs are a result of normal driving conditions over several years and don't affect the functionality of the wheels. She also says refurbishing fee of £75 per wheel is more reasonable than the charged amount, considering these are mere cosmetic damages.

Whilst I note Mrs O's comments and have taken them into consideration, having looked again at the photographs of the damage to the wheels, I think the extent of the damage to the wheels means that it is not unreasonable for MBFS to conclude that replacing the wheels is more appropriate than refurbishment. Also, I've not seen enough evidence to say that £75 refurbishment per wheel would have resolved the damages in question.

Therefore, I remain satisfied that this damage exceeds fair wear and tear and that MBFS can charge for this. I'm also satisfied that the actual charges don't seem unreasonable.

First aid kit

Mrs O has queried the charge for this because she says she was never provided with a first aid kit with the car. As I explained in my provisional decision, I've already requested MBFS to remove this charge and they have agreed, therefore I don't think this needs any further consideration.

Timing of the damage

Mrs O says that she has provided substantial evidence, including notifications from the car's monitoring system and email communications, that significant damage occurred while the car was not in her possession and that this evidence supports her claim that she is not responsible for these damages, and that they occurred either in storage or while being handled by third-party services.

I've already explained why, in this case, I don't think the timing of the damage or where the car was when the damage occurred changes my decision. And, I haven't seen enough to

reasonably conclude that the damage was caused in storage or while being handled by third-party services.

With regard to MBFS's agents, neither of them reported any damage being caused while the car was with them, and I've not seen enough evidence to suggest that most likely this is the case. Therefore, I remain satisfied that the damage remains chargeable.

Faulty car complaint

Mrs O has asked this service to bear in my mind that she was provided with a defective car that was unsafe to drive and has subsequently been recalled by the manufacturer. Because the car was faulty, which Mrs O says this put her children's safety and lives at risk, she doesn't think she should be paying for any of the damage other than the gouged tyre and the aftermarket tints. And she said that she was raising her dispute as her calls and email have been ignored.

I'm aware that after experiencing problems with the car Mrs O previously brought a complaint to this service about the car being faulty and this complaint was upheld, which allowed her to reject the car, which she did in January 2023.

However, the complaint about the faulty car, which has now been resolved, is separate from the current complaint about damage charges levied by MBFS. This service considers each complaint individually, based on its own merits and individual circumstances and the current complaint is specifically about damage charges levied by MBFS when the car was returned.

Taking all the circumstances into account, it remains my conclusion that some of the charges applied by MBFS in this case should be reduced or removed, as set out in my provisional decision. However, I also find that, on the balance of probabilities, the remainder of the damage charges, as set out, have been fairly applied by MBFS, and aren't unreasonable.

My final decision

For the reasons explained here, and in my provisional decision, I uphold Mrs O's complaint and direct Mercedes-Benz Financial Services UK Ltd trading as Mercedes-Benz Finance to remove or reduce the following charges and reduce the balance payable by Mrs O accordingly:

Charges to remove:

- Door LHF dented - £260
- Tailgate spoiler incorrect type / spec - £716.75
- First aid kit missing - £63.50

Charges to reduce:

- Sill cover RH dented with damage to paintwork £260 – reduce by £50 to £210.
- Bumper rear dented with paint damage £260 – reduce by £50 to £210.

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

Liz Feeney

Ombudsman