

The complaint

Mr K complains about charges Volkswagen Financial Services (UK) Limited, trading as Volkswagen Financial Services (VWFS) asked him to pay after he returned a car he had been leasing through a finance agreement with them.

What happened

Mr K took receipt of a new car in July 2020. It was financed through a hire agreement with VWFS. He returned the car in August 2024 and after the vehicle was inspected VWFS asked him to pay £1,611.93 in respect of damage they said was present and because there was a missing service.

When Mr K complained to VWFS they reviewed and reduced the charges to £1,111.60. Mr K referred his complaint to this service as he believed the charge of £951.67 he'd been asked to pay to replace a damaged door was unnecessary. Our investigator provided her view. She thought the charge had been fairly applied.

Mr K disagreed and he asked for a 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.

Having done so, whilst I know it will disappoint Mr K, I don't think VWFS have been unreasonable here and I'm not asking them to take any action. I'll explain why.

Mr K acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

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

The British Vehicle Rental and Leasing Association (BVRLA), provide the industry guidelines on what is considered fair wear and tear when a car is returned at the end of a lease. VWFS have explained that the inspector used that guidance when compiling the condition report that VWFS relied upon to decide what damage Mr K was liable for.

The inspector's photograph and the photographs and video provided by Mr K, show there are some long and deep scratches on the door. There is also extensive scuffing and the swage line around the wheel arch seems deformed. The BVRLA guidance says:

"Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out."

There are multiple scratches that are well in excess of that guidance and the scuffing and deformation is quite significant.

The inspection wasn't completed by VWFS it was completed on their behalf by the auction company and they are experts in this field. It was their expert view that a repair wasn't viable and that the best solution was to replace the door. I don't think that was unfair given the damage that's been evidenced, and I can't say VWFS were unreasonable to rely on that expert view. They have been reasonable to review the charge and reduce it by a little over £295 and I'm not asking them to do anymore.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 17 March 2025.

Phillip McMahon
Ombudsman