

The complaint

Mr M complains about a number of damage charges Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions ("Novuna") is seeking the payment of after he returned a car to it that had previously been on hire to him.

What happened

In 2019 Mr M entered into an agreement with Novuna for the hire of a new car.

Under the terms of the agreement, everything else being equal, Mr M undertook to pay an initial rental of £2,829.60 followed by monthly rentals of £314.40.

On 3 May 2024 the car was inspected and collected from Mr M. The inspector identified damage, deemed to be beyond fair wear and tear, totalling £909.15.

This damage charge was later reduced by £150.00 to £759.15, a sum which can be broken down as follows:

• B Post R	dented	£152.25
• Front Door R	dented	£152.25
• Quarter Panel L	dented	£52.20
• B Post L	dented	£52.20
• Rear Bumper	scratched	£69.60
• Quarter Panel R	scratched	£43.50
• C Post R	scratched	£43.50
• Tailgate Boot	scratched	£43.50
• Rear Door L	scratched	£43.50
• C Post Moulding R	scuffed	£43.50
• Front Door L	chips	£43.50
• Front Alloy Wheel L	scuffed	£56.55
• Rear Alloy Wheel R	scuffed	£56.55
• Rear Alloy Wheel L	scuffed	£56.55
<i>carried forward</i>		<i>£909.15</i>
<i>brought forward</i>		<i>£909.15</i>
• Adjustment		(£150.00)
		<i>£759.15</i>

Unhappy with the above charge of £759.15 Mr M complained to our service.

Mr M's complaint was considered by one of our investigators who came to the view that Novuna was fairly and reasonably entitled to charge him £715.65, being £759.15 less the sum of £43.50 for chips to the left front door.

Novuna agreed with the investigator's view but Mr M didn't. And because of the latter Mr M's complaint has been passed to me for review and 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.

On signing the agreement Mr M agreed to the following at 3.1(b):

to keep the Vehicle in good condition and repair. You will be responsible to us for any "damage caused to or deterioration of the Vehicle otherwise than through fair wear and tear as indicated in the guidelines issued from time to time by the British Vehicle Rental and Leasing Association (BVRLA)"

So with the above in mind I'm satisfied that on the car's return Novuna had the right to charge, and Mr M had an obligation to pay, for any damage to the car deemed to be beyond fair wear and tear.

I will now turn to each damage charge (except the charge for chips to the left front door which Novuna has agreed to waive) in light of the inspection report and the fair wear and tear guidelines issued by the BVRLA. The BVRLA guidelines are appropriate for me to have regards to in this case given that Mr M was supplied with a new car and given that it was returned after four years.

B Post R/Front Door R – dented £304.50 (2 x £152.25) Quarter Panel L/B post L – dented £104.40 (2 x £52.20)

In respect of paintwork, vehicle body, bumpers and trim (dents) the BVRLA guidelines state:

"Dents of 15mm or less in diameter are acceptable provided there are no 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."

I've looked at the inspection report photographs in support of these charges and I'm satisfied that they show dents in excess of 15mm or dents where the paint surface is broken. So taking everything into account I'm satisfied that this is damage that Novuna can fairly and reasonably charge Mr M for.

Rear Bumper – scratched £69.60 Quarter Panel R/C Post R/Tailgate Boot/rear Door L – scratched C Post Moulding R – scuffed £217.50 (5 x £43.50)

In respect of paintwork, vehicle body, bumpers and trim (scratches) the BVRLA guidelines state:

"Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out. A maximum of four surface scratches on one panel is acceptable."

I've looked at the inspection report photographs in support of these charges and I'm satisfied that they show scratches in excess of 25mm or scratches where the primer or bare metal is showing, or more than four scratches per panel. So taking everything into account I'm satisfied that this is damage that Novuna can fairly and reasonably charge Mr M for.

Front Alloy Wheel L/Rear Alloy Wheels L/R – scuffed £169.65 (£56.55 x3)

In respect of tyres and wheels the BVRLA guidelines state:

“Dents on wheel rims and wheel trims are not acceptable.

Scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels/wheel hubs are acceptable.

Any damage to the wheel spokes, wheel facia, or hub of the wheel/alloy is not acceptable...”

I've looked at the inspection report photographs in support of these charges and I'm satisfied that they show scuffs in excess of 50mm on the total circumference of the wheels or damage to the wheel facias. So taking everything into account I'm satisfied that this is damage that Novuna can fairly and reasonably charge Mr M for.

Having concluded that Novuna is entitled to charge for all of the above 13 items of damage, I've gone on to consider whether a sum of £715.65 for this damage is fair and reasonable.

While I appreciate that £715.65 is a lot of money, I don't find I've the grounds to say the individual charges are unfair. There's nothing in the agreement or the BVRLA guidance that says Novuna can't charge what it would cost a manufacturer garage (for example) to rectify the damage. These charges seem to be in line with, or indeed cheaper than, that.

I note that Mr M has suggested that he should get credit for returning the car with less miles on the odometer than the agreement allowed for. But the agreement makes no allowance for such a credit and I'm satisfied, based on what Mr M has said and submitted, that he entered into the agreement in the full knowledge of this fact.

So while I sympathise with the position Mr M finds himself in I'm satisfied that Novuna can fairly and reasonably seek payment of £715.65 from him.

My final decision

My final decision is that Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions is fairly and reasonably entitled to seek payment of £715.65 from Mr M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 February 2025.

Peter Cook
Ombudsman