

## **The complaint**

Mr M complains about charges Stellantis Financial Services UK Limited, trading as Vauxhall Finance (who I'll call VF), asked him to pay after he returned a car he had been financing through an agreement with them.

## **What happened**

Mr M entered into a conditional sale agreement with VF in November 2021 to finance a used car.

He voluntarily terminated the agreement and when the car was collected it was inspected for damage. VF sent him a bill for £3,395.

When Mr M disputed the damage VF reviewed the charges and agreed to remove some of them. They provided their final response to Mr M's complaint in May 2024 at which point they had reduced the charges to £2,450.

Mr M referred his complaint to this service and our investigator thought there were other charges that weren't merited. He suggested that VF should remove a further £680 but as Mr M was still unhappy his complaint has been referred to me, an ombudsman, for 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.

I'm upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr M 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 M 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 industry guidelines for what is considered fair wear and tear when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA). That guidance is meant for new cars and Mr M's car wasn't new when he took receipt of it. It was provided by an established, sizeable dealership and I think it's likely to have been prepared to a high standard before it was supplied to Mr M. I've not been provided with evidence that any of the damage VF have charged for was preexisting and I, therefore, think it was fair for them to levy a charge when there was evidence the damage was beyond normal wear and tear.

I've reviewed our investigator's findings, and I would agree, for the same reasons, that there is insufficient evidence in the inspector's photographs that the following damage is beyond the BVRLA guidance for normal wear and tear:

- Bonnet chipped - £85
- Bumper front chipped - £85
- Door offside front dented - £60
- Screen front chipped - £100
- Roof rusted - £350

Those charges should be removed from the final invoice.

The charges that remain in dispute are, therefore, as follows:

- C post offside scratched - £120
- Aperture seal nearside rear broken - £75
- B post nearside scratched - £150
- Sill nearside scratched - £220
- Wing offside front scratched - £250
- Wing nearside front scratched - £250
- Door nearside front scratched - £50
- Door nearside rear scratched - £250
- Bumper rear moulding scratched - £220
- Missing service history - £270

### **Scratches**

The BVRLA guidance says that scratches of 25mm or less where the primer or bare metal is not showing are acceptable.

The C post, B post, sill and bumper scratches are through the primer, and I think VF were fair to assess them as outside of the BVRLA guidance and chargeable.

The wing and door scratches are larger than 25mm and I think VF were also fair to assess them as outside of the BVRLA guidance and chargeable.

The aperture seal is ripped. I can't see that the BVRLA guide references such damage but even if that is the case I don't think a charge of £75 is unreasonable. It seems to me that the door seal wouldn't function properly, and I think that would be likely to adversely impact the resale price.

### **The missing service**

I've not been provided with evidence that this service was completed, and, in those circumstances, I think VF were fair to levy a charge.

### **Putting things right**

VF should remove the charges they have asked Mr M to pay for:

- Bonnet chipped - £85
- Bumper front chipped - £85
- Door offside front dented - £60
- Screen front chipped - £100
- Roof rusted - £350

### **My final decision**

For the reasons I've given above, I uphold this complaint in part and tell Stellantis Financial Services UK Limited, trading as Vauxhall Finance to amend the damage charge invoice and remove the following charges:

- Bonnet chipped - £85
- Bumper front chipped - £85
- Door offside front dented - £60
- Screen front chipped - £100
- Roof rusted - £350

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 March 2025.

Phillip McMahon  
**Ombudsman**