

The complaint

Mr S complains that charges applied by LeasePlan UK Limited (LeasePlan) at the end of his hire agreement were unfair. He would like these waived.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions: -

- I appreciate Mr S's frustration. Although LeasePlan reduced the charges down from £660 to £365 he still feels this is unfair. He says when the car was inspected on collection the report stated there was no chargeable damage. He feels any damage incurred was after the car left his possession.
- I have looked at the agreement Mr S signed, it clearly notes that the vehicle must be returned in a safe condition, and in good repair allowing for fair wear and tear. It also makes clear that a vehicle collection report will be completed with a detailed inspection prior to the vehicle being sold. So, it's clear to me there would be an initial assessment on collection but a detailed inspection once the car had been collected
- I have also seen the vehicle appraisal form which states that 'while every attempt will be made to identify all damage on occasion weather, light or other conditions may make this impossible, all vehicles are inspected on collection and delivery and any damage will be promptly notified'. I don't agree the report didn't indicate chargeable damage as along with the form was a collection summary, which Mr S signed, noting eleven areas of chargeable damage.
- LeasePlan has explained that the video and photos included in the inspection report were taken at the time of collection and, once completed the report is locked and can't be changed. I have seen this report, the photos within it were clearly taken whilst the vehicle was at Mr S's address which confirms the process LeasePlan explained to us. So, I am satisfied that charges invoiced were based on the condition of the vehicle whilst still in Mr S's possession.
- LeasePlan applied British Vehicle Rental and Leasing Association (BVRLA) guidelines to assess fair wear and tear which is industry standard. I think it reasonably waived some charges as it didn't feel these were sufficiently evidenced by the photos in the report
- Our investigator considered, in some depth, the remaining charges and found that damage to the right-hand front alloy wasn't sufficiently evidenced by the photos in the inspection report. I see no need to consider this further since, whilst LeasePlan

doesn't agree with this assessment, it has agreed to waive the relevant £80 charge.

- I can't agree to waive the remaining charges as Mr S would like as LeasePlan has evidenced chargeable damage according to BVRLA standards.

My final decision

My final decision is that I uphold this complaint.

In full and final settlement LeasePlan UK Limited should waive the £80 charge for the damage to the front right hand alloy. If Mr S has already paid this charge, then the £80 should be refunded to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 July 2025.

Bridget Makins
Ombudsman