

The complaint

Mr G has complained about charges Lex Autolease Ltd applied at the end of his lease agreement, when he was expecting a rebate.

What happened

Mr G entered into a car hire agreement with Lex, at a fixed monthly cost, with a mileage allowance. At the end of the agreement, when Mr G returned the car, he had over 12,000 of this allowance unused. He thought he'd receive a rebate for this of around £1,500, but instead he received an invoice for a final repayment £317.73.

Unhappy with this, he brought a complaint to our service. One of our investigators looked into what had happened, but didn't recommend that the complaint should be upheld.

As regards any rebate, our investigator was satisfied that there was no provision in the contract for this. So, Mr G had no entitlement to one. Although he'd assumed this would be the case, there was nothing in the contract to support this.

Mr G also said he was told on the phone that if he'd contacted Lex three months before the end of the agreement, he would have received a rebate. Our investigator said, although we don't have the call, he was happy to accept Mr G was told this. But as he hadn't contacted Lex, this wouldn't apply.

As regards the final invoice, our investigator felt Lex was entitled to issue this. And as Mr G hadn't paid it, Lex was entitled to record this with the credit reference agencies.

Mr G asked that the complaint be passed to me.

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'm not upholding it. I know this will be disappointing, but I'll explain why.

The mileage allowance is a maximum, and there's a charge for going over. Accordingly, a consumer is able to go up to that limit, without additional charge. This is set out in the contract. However, if the consumer doesn't make use of the allowance, there isn't a rebate due. I know this is disappointing, but there is no provision for it.

As regards the three months' notice, there is no provision for this in the contract either. I don't have the call, but I will proceed on the basis that Mr G was told this. I suspect that this 'rebate' would have either been a gesture of goodwill, or – far more likely – a reduction in the monthly fixed fee if Mr G reduced his contractual mileage for the remainder of the contract. But either way, Mr G did not contact Lex, and ultimately there is no entitlement to, or promise of, a rebate.

Mr G was sent an invoice for his final payment, but didn't make it. I've seen nothing to

suggest this wasn't a final hire payment, that was legitimately due. So, Lex would not be unfair if it recorded the non-payment with credit reference agencies, as it would be a true reflection of the account.

I'm satisfied that when Mr G complained, Lex responded in a timely fashion. I don't think it has been unreasonable in how it handled the complaint.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 July 2025.

Elspeth Wood
Ombudsman