

The complaint

Mrs B has complained about charges applied by LEASYS UK LTD at the end of her car hire agreement.

What happened

Mrs B had a car hire agreement with Leasys. At the end of the agreement, when she returned the car, Leasys charged her for damage and missing service history. She feels the charges were excessive. Leasys offered to reduce the charges by £281 as a gesture of goodwill, but Mrs B didn't respond to this, and brought her complaint to our service.

One of our investigators looked into the charges, which she assessed against the British Vehicle Rental and Leasing Association (BVRLA) Guidelines – which are the industry standard. These set out what charges are reasonable for damage – and what should be classed as fair wear and tear.

Her findings were as follows.

C Post R £168 and C Post L £168, dented

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.'

I've reviewed the images and can see the dents in both C Post R and L exceed the 15mm diameter limit. These charges are therefore both fair.

Sill Panel L £65, scratched

The BVRLA guidelines state '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.'

The images on the inspection report show there were over four scratches on the panel, so this exceeds fair wear and tear and is a fair charge.

Bonnet £65, scratched

The BVRLA guidelines state '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.'

The images on the inspection report show the scratch exceeded 25mm. This charge is fair.

Front Wing L £134, scratched

The BVRLA guidelines state '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.'

The images on the inspection report show the scratches went through the paint, as well as there being several scratches over 25mm.

Qtr Panel L £48, dented

The BVRLA guidelines state that 'dents on the roof or on the swage line of any panel are not acceptable'.

The images on the inspection report show the dent was through the swage line. This exceeds fair wear and tear and is a fair charge.

Rear Bumper £134, scratched

The BVRLA guidelines state '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.'

The images on the inspection report show there were over four scratches on the panel, some exceeding 25mm and have gone through the paint. This exceeds fair wear and tear and is a fair charge.

Front Door L £168, scratched

The BVRLA guidelines state '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.'

The images on the inspection report shows a scratch exceeding 25mm and has gone through the paint. This exceeds fair wear and tear and is a fair charge.

Front Wing Arch Extension L £41, scuffed

The BVRLA guidelines state 'scuffs of 25mm or less are acceptable provided moulding or trim is not broken, cracked or deformed.'

The images on the inspection report show there were several scuffs on the extension exceeding 25mm. This exceeds fair wear and tear and is a fair charge.

Rear Door L £48, dented

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.'

I've reviewed the images and can see there are three dents, some have gone through the paint. This exceeds fair wear and tear and the charge is fair.

Sill Panel R £65, scratched

The BVRLA guidelines state '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.'

The images on the inspection report shows over four scratches, some of which have gone

through the paint. This exceeds fair wear and tear and is a fair charge.

Qtr Panel Arch Ext L £41, scuffed

The BVRLA guidelines state 'scuffs of 25mm or less are acceptable provided moulding or trim is not broken, cracked or deformed.'

The images on the inspection report show there were several scuffs on the extension exceeding 25mm. This exceeds fair wear and tear and is a fair charge.

Rear bumper £78, scuffed

The BVRLA guidelines state 'scuffs of 25mm or less are acceptable provided moulding or trim is not broken, cracked or deformed.'

The images on the inspection report show there were several scuffs on the bumper exceeding 25mm. This exceeds fair wear and tear and is a fair charge.

Qtr panel R £65, scratched

The BVRLA guidelines state '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.'

The images on the inspection report shows a scratch exceeding 100mm which has gone through the paint. This exceeds fair wear and tear and the charge is fair.

Rear Door R £168, dented

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.'

I've reviewed the images and can see there are at least three dents, one appears to be through a swage line. This exceeds fair wear and tear and the charge is fair.

Front Door R £48, dented

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.'

The images on the inspection report show two dents, one of which has gone through the paint surface, exceeding fair wear and tear. This charge is fair.

Front Wing R £65, scratched

The BVRLA guidelines state '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.'

The images on the inspection report shows a scratch exceeding 100mm which has gone through the paint. This exceeds fair wear and tear and the charge is fair.

Tailgate £48, dented

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.'

The images on the inspection report shows a dent which has gone through the paint surface, exceeding fair wear and tear. This charge is fair.

Front Alloy Wheel R £65, spoke damage

The BVRLA guidelines state 'any damage to the wheel spokes...is not acceptable.'

The image on the inspection report states there's spoke damage, but I cannot see this in the image provided. I therefore disagree with this charge and think it's unfair.

Front Alloy Wheel £65, scuffed

The BVRLA guidelines state 'scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels/wheel hubs are acceptable.'

The image on the inspection report shows a scratch or damage to the alloy wheel which has exceeded 50mm and is therefore a fair charge.

Service History 'Not Present' £600

The BVRLA guidelines state 'all vehicle documentation must be intact and present in the vehicle when it is returned including...service record booklet (where supplied).'

It also states 'the service book...must be present and date-stamped by the repairer or workshop as evidence that the services have taken place. If the service record is kept electronically, the customer must produce evidence that the vehicle has been serviced and maintained according to the vehicle manufacturer's service and maintenance schedule. Appropriate evidence would include hard copies of the service record or invoice...'

Mrs B says she serviced the car and can produce the proof now. I appreciate this, but this had to have been provided prior to returning the car. Because I can only see a service in 2020 and 2023, and the car was hired from 2019 to 2024. The standard is that the car is either serviced every 12 months or every 10,000 miles, whichever happens first.

With this in mind, there needed to have been a record of services in 2021, 2022 and 2024, as the mileage between 2023 and returning the car in 2024 exceeded 10,000 miles. That means three services are missing from the service book and the charge of £200 per service is fair and in line with the guidelines.

Rear Screen £367.96, scratched

The BVRLA guidelines state that 'damage in excess of 10mm in the driver's line of vision...or in excess of 40mm elsewhere in the area swept by the vehicle's wiper blades is not acceptable.'

The image on the inspection report shows a large scratch exceeding 40mm on the rear screen. This exceeds fair wear and tear so this charge is fair.

Upholstery £50, soiled

The BVRLA guidelines state 'the interior upholstery and trim must be clean and odourless with no burns, scratches, tears, dents or staining.'

The images in the report show soiled upholstery which needs to be cleaned, so this charge is fair as I can see the interior has been stained and exceeds fair wear and tear.

Accordingly, our investigator thought all of the charges were fair, except the £65 for the wheel spoke.

Leasys agreed with this outcome. It also confirmed it had offered to reduce fees by £281.

Mrs B did not agree. She feels that as she had the car for five years, most of the damage is fair wear and tear. She also feels that she should have had the opportunity to take the car back and remedy the issues herself. Further, she says she wasn't present when the car was collected, and didn't agree to the charges.

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 upholding it in part. I'll explain why.

There's little I can add to our investigator's analysis of the charges, which I've set out above, and with which I agree. I think it fair that charges were made in line with the BVRLA guidance – and which are deemed to exceed fair wear and tear. Mrs B says she didn't agree to these, but the hire agreement provides for damage charges. And although she wasn't present at the collection, I've seen no evidence that the charges don't reflect damage that was there at that point. And had Mrs B wished to remedy the damage, she could have done so prior to the car being collected. As she did not, I think she missed that opportunity.

I'm also aware that Mrs B feels she's received poor service, and I agree with her that Leasys communication has at times been poor, as it has been slow to respond.

Putting things right

I agree that the £65 wheel spoke charge was unfair. However, I'm also satisfied that some compensation should be due for Leasys communication, which caused Mrs B stress. So, I've thought about what a fair resolution is. In doing so, I've also borne in mind that Leasys made Mrs B an offer to reduce the bill by £281. So, overall, it seems this would be fairer than a £65 reduction. I don't think it right that I should interfere by reducing the original offer.

So, Leasys should reduce the outstanding sum due by £281.

My final decision

For the reasons given above, it's my final decision to uphold this complaint in part. I require LEASYS UK LTD to take the action set out above, in the section entitled 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 September 2025.

Elspeth Wood
Ombudsman