

The complaint

Mr W complained about end of contract charges for a car supplied on finance by LeasePlan UK Limited.

What happened

The circumstances of the complaint are well known to the parties, so I won't go over everything again in detail. But, to summarise, LeasePlan supplied Mr W with a new car on a hire agreement in March 2022. The initial contract was for 48 months but Mr W decided to end the contract early and the car was handed back in January 2025.

In January 2025 LeasePlan's agent completed an inspection and provided a report on damage beyond fair wear and tear. The mileage by this point was around 19,400 miles and the car was approaching three years old.

LeasePlan asked Mr W to pay a total of £705 for damage to the car. Mr W did not agree with the charges. He complained to LeasePlan and said that the agent didn't use the approved measurement tool to show the size of scratches and some scratches you could not see.

He said there was a charge for a cracked tyre at £105 that was classed as legal on the collection and the agent was happy to take the car. Mr W said no charges were agreed upon collection and the agent said they were all within tolerance.

Mr W said he accepted the charge for the wheels but as no evidence can be provided of the size of the scratches using the measuring device and the pictures are not good enough quality to show the damage is outside of fair wear and tear.

LeasePlan reviewed the charges and agreed to remove the charge relating to the door LHF and boot lid, it reduced the charges by £90. Mr W remained unhappy and referred his complaint to our service

I've set out the details of each charge and the cost here:

Wheel LHF – scuffed rim and spoke up to 2mm deep – refurb wheel	£80
Wheel LHR – scuffed rim only over 50mm – up to 2mm deep – refurb wheel	£80
Wheel RHF – scuffed rim and spoke – up to 2mm deep – refurb wheel	£80
Tyre LHR – cracked - replace	£105
Bumper front – scratched – greater than 25mm not through topcoat	£45
Wing LHF scratched – greater than 25mm not through topcoat	£45
Bumper rear – scratched – greater than 25mm through topcoat	£135

Door RHF – paint chips – greater than 3mm	£45
Boot lid – paint chips – greater than 3mm	£45 - removed
Door LHF – scratched – greater than 25mm not through topcoat	£45 - removed

An investigator considered the complaint. She said that she had considered the industry standards to work out whether the damage was in excess of fair wear and tear.

Our investigator considered the evidence for the charges and said that the damage charges had been applied in line with the industry standards, because the images reflected that they were in excess of fair wear and tear. She didn't recommend that LeasePlan do anything further.

Mr W asked for the complaint to be decided by an ombudsman, so the complaint has been 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.

I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in the light of the available evidence and wider circumstances.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it.

I need to explain that I'm only considering the charges LeasePlan made for damage beyond fair wear and tear. If Mr W is unhappy about other charges at the end of the agreement, then he'll need to contact LeasePlan separately about that, and get its final response, as I'm not covering it in this decision.

As Mr W has not agreed with the reduction in charges, I am making a final decision on this case. Both parties have broadly agreed that the initial charges found in the inspection were removed, so I don't consider it necessary to focus on all aspects of this complaint in detail. However, for completeness I will cover my findings on the key matters.

LeasePlan set out in the terms of the agreement that there is an expectation that the car will be returned in a good condition, and that damage beyond fair wear and tear will be chargeable in line with the British Vehicle Rental and Leasing association (BVRLA) guidance. When Mr W entered into the hire agreement, he accepted these terms and conditions.

In making my decision I've taken into account relevant industry standards from the BVRLA. I've also carefully considered the images supplied and the age and mileage of the car. The guidance says that age and mileage are factors which need to be taken into account when considering what would be deemed fair wear and tear.

I've also taken into account that the inspector who actually saw the car was trained to assess the car's condition in line with industry standards. LeasePlan then reviewed the charges and decided to remove some where it wasn't satisfied the images clearly reflected the damage. It isn't unusual for the final pricing not to be available on the date of the inspection, and that's because LeasePlan can review the images and reduce the charges if it feels it is appropriate to do so.

It might have been helpful to use a ruler here for some of the images, but it isn't a requirement. Even though sometimes matters aren't clear cut, I need to make a decision based on all the evidence before me.

- Bumper front – scratched – greater than 25mm not through topcoat
- Wing LHF scratched – greater than 25mm not through topcoat
- Bumper rear – scratched – greater than 25mm through topcoat

BVLRA guidance says *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 guidance explains that a scratch is defined as *a mark or score with raised edges in the surface material glass or paintwork.*

The image of the front bumper and wing LHF clearly show scratches. In the bumper image the edge of a front lamp and part of the wheel is visible to give context on the size of the damage. I've also compared the image to others where no charge has been made as the damage is within standard, and I can see the scratch even from a distance in the video. I'm satisfied the bumper scratch is more than 25mm.

The scratch on the wing LHF spans the width of the wheel arch to the swage line, which is clearly more than 25mm. It is also visible in other images of the Wheel LHF and in the video that forms part of the report.

The damage to the bumper is clearly shown in the image, and you can clearly see it has gone through the topcoat. So even if there is debate on the *size* of the damage it wouldn't be acceptable under the guidance because primer or bare metal is showing.

So, I think all these items are fairly chargeable. I also think each charge itself is fair and not excessive.

- Wheel LHF – scuffed rim and spoke up to 2mm deep – refurb wheel
- Wheel LHR – scuffed rim only over 50mm – up to 2mm deep – refurb wheel
- Wheel RHF – scuffed rim and spoke – up to 2mm deep – refurb wheel

BVLRA guidance says *any damage to the wheel spokes, wheel fascia, hub of the wheel/alloy is not acceptable. There should be no rust or corrosion on the alloy wheels/wheel hubs.* I've noted that Mr W agreed to pay this. But for the avoidance of doubt, the images clearly confirm the damage, and I think these items fairly chargeable. I also think each charge itself is fair and not excessive.

- Door RHF – paint chips – greater than 3mm

The BVRLA guide advises, *Chips of 3mm or less in diameter are acceptable provided they are not rusted. A maximum of four chips on any panel, six chips per door edge and eight*

chips on any forward-facing panel is permitted. There must be no rust, corrosion or discolouration on any painted area.

I've considered the image provided and I think it is evident that the chip is more than 3mm. I also think the charge itself is fair and not excessive.

- LHR Tyre – cracked - replace

The BVRLA guide sets out that the tyre must meet minimum UK legal requirements. But it also says *there must be no damage to sidewalls or tread, or any cracking*. The image shows there is visible cracking on the sidewall of the tyre. The damage to the sidewall is also consistent with other damage to the rim of the wheel cover on LHR, which is also clearly visible in the images. I don't need to comment on whether the tyre was illegal, as the inspection hasn't noted this. The guidance states that this type of damage is more than fair wear and tear, so I think it is fairly chargeable. I also haven't seen anything to indicate the cost to replace the tyre is excessive.

While considering the damage here I have kept in mind that the car was approaching three years old when it was returned and had travelled around 19,400 miles. But I think the amount of damage shown is more than fair wear and tear for a car of this age and mileage.

I appreciate my decision will be disappointing to Mr W, but I don't find I have the grounds to instruct LeasePlan to remove any of the charges.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 August 2025.

Caroline Kirby
Ombudsman