

The complaint

Mr M complains that LEASYS UK LTD ('Leasys') were unreasonable to make a missing service charge when he returned a car, he had been hiring through an agreement with them.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr M took receipt of a new car in June 2020. He financed the deal through a hire agreement with Leasys. At the end of the agreement the car was inspected and collected. The inspector identified several areas of damage and noted missing service history. Mr M accepted, and paid, the refurbishment charges but he didn't agree that it was fair for Leasys to charge him for missing services. In March 2024 he provided Leasys with evidence the car had been serviced during his tenure, but he was upset that they refused to waive the charge they had levied.

Mr M referred his complaint to this service but our investigator didn't think Leasys had been unreasonable. He noted that Mr M hadn't provided evidence of the service history until three months after the car had been inspected and that in the meantime the car had been sold without that history. In those circumstances, he thought the charge was a fair one.

Mr M disagreed and asked for a decision by an ombudsman.

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 know it will disappoint Mr M, but I agree with our investigator's view of this complaint and for broadly the same reasons.

The Financial Ombudsman is designed to be a quick and informal alternative to the courts. Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full and I keep in mind all of the points that have been made when I set out my decision.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

I'm required to take into account the relevant, laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

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 industry guidelines for what is considered fair when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA). They say that the service book must be present, and date stamped by the workshop as evidence that services have taken place. They also explain that the customer may be advised of charges when the vehicle is collected and that if charges are being applied a summary breakdown of the charges should be provided. They say that customers should be advised of their right to query charges.

The Vehicle Inspection Report advised of the charges that would be applied and provided a breakdown of them. I understand that Mr M says he didn't receive an invoice but as he subsequently paid the refurbishment charges that were also referred to on the vehicle Inspection report, I'm persuaded he was aware of the charge that was applied for the missing service. Mr M explained to Leasys that he signed the tablet that was presented to him to explain that he disagreed with the service charge and rejected it. In those circumstances, and given I'm satisfied he was aware of the charge for missing services, I think it was incumbent upon Mr M to provide evidence of the missing services quickly before the car was sold on. Leasys didn't need to do that. Mr M didn't provide evidence of the services he'd completed until March 2021 and by that time the car was sold and Leasys have explained it was sold without a full-service history. In those circumstances, I don't think Leasys were unreasonable not to agree to waive the charge as they would have been likely to have achieved less for the car at auction. I'm not asking them to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 September 2025.

Phillip McMahon
Ombudsman