

The complaint

Miss F complains about charges in respect of a finance agreement she took out with Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions ('NV').

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

Miss F had taken out a hire agreement for a car with NV. When it came to an end she arranged for it to be collected by NV.

Miss F arranged for collection to take place on 9 October 2024, but this collection was aborted as the car was not ready.

A second collection was then attempted but because a warning light was illuminated on the dashboard this was also aborted.

NV charged Miss F for two aborted collections. However, she says this is unfair and complained.

Our investigator did not uphold the complaint but Miss F has asked for an ombudsman to look at things for a final decision. In summary, she says NV's inspector did not call her before they were due to pick up the first time – which meant they turned up and left. And the warning light was a consequence of this because the car had been sitting for around 10 days waiting to be collected again.

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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

It doesn't appear to be in dispute that as her contract was coming to an end NV sent Miss F information about what her end of contract options were. Or that because of this communication she arranged to have her car collected and inspected for any final damage charges (as an alternative to extending the lease) on 9 October 2024. I also see persuasive evidence from NV that an email containing this guidance was sent to Miss F prior to the collection appointment arranged for 9 October 2024. And that Miss F was copied into the email confirmation of this collection date.

I can see the initial guidance NV sent Miss F is clear there is the risk of an aborted collection fee to be charged in certain circumstances. The document doesn't say anything about collection times or guaranteed slots specifically.

NV says it sent Miss F an email after the booking confirmation detailing the collections process. This includes a vehicle return guide which details the process of collection and inspection. Miss F does not dispute receiving this and it seems likely she got it.

I note this information is clear that:

- the inspector's arrival time is estimated; and
- collections run all day from 8am.

The document also details more specific circumstances where an aborted collection fee will be applied and that includes if a customer is not on site upon the inspector's arrival.

From what I understand Miss F took the car to be valeted the morning of the collection and when the inspector came it wasn't available. I can see that NV's notes indicate that the inspector arrived at 8:50am and waited for over 35 minutes but was told the car was being cleaned and was not at the collection location.

On the face of it the inspector was not acting unreasonably in aborting the collection here. Nor was NV acting unfairly in applying an aborted collection charge in line with the information it had provided Miss F previously.

I understand there is a dispute over if and when the agent called Miss F about collection and what was said about timings. NV said he called her the day before with an estimated time of arrival (in line with its process) but Miss F says he didn't. It is also not entirely clear what occurred on the morning of the collection – NV indicate that the inspector called when he was at the site. But Miss F has indicated that either he didn't call at all, or he did but to say he would arrive at 10:30am.

It isn't exactly clear what took place regarding the phone calls. However, I consider all this does not ultimately change the outcome here in any event based on what is fair and reasonable in the circumstances noting:

- Miss F would reasonably have known that any collection time would be approximate and subject to change unless she was given a guaranteed timeslot of some kind (which there is no persuasive evidence of being agreed by NV in advance here); and
- Miss F failed to mitigate the risk of missing the collection by taking the car away for valeting on the same day she scheduled for collection when this could reasonably have been done in advance.

In summary, I don't think NV has acted unfairly in applying an aborted collection charge in respect of the original collection organised for 9 October 2024.

Miss F unfortunately had a second collection aborted around 10 days after this because a warning light was showing on the car dashboard. The guidance that NV likely sent Miss F prior to collection is very clear that a warning light will be a reason to abort a collection. And this doesn't seem unreasonable in any case due to natural concerns about driving the car away and potentially causing further damage. So prima facie NV was not unreasonable in aborting this collection too and charging Miss F a fee in line with the warnings it had already given her about this.

I am aware Miss F says the warning light is a result of the car having sat for a time since the first attempt to collect it. It isn't clear if this is the reason for the light – but in any event because I don't consider NV is at fault for the first aborted collection it follows that I don't

consider it is responsible for the car sitting for another 10 or so days and any potential consequence of that.

I know Miss F will be disappointed by this outcome – however, my role here is informal. She doesn't have to accept it and may wish to consider other options for pursuing the matter against NV by more formal means.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 4 November 2025.

Mark Lancod
Ombudsman