

The complaint

Mr M's complaint is about charges he's been asked to pay by Mitsubishi HC Capital UK PLC, who were Hitachi Capital (UK) Plc and who trade as Novuna.

What happened

Mr M took receipt of a new car in April 2021. He financed it through a three-year hire agreement with Novuna and at the end of the agreement the car was inspected, and he was told he'd have to pay charges because there was damage to the car that was beyond what could be considered normal wear and tear.

Mr M complained to Novuna, and they reduced the charges to £203 to cover damage to all four alloy wheels, the rear bumper and a front door. But Mr M was dissatisfied with their response, and he referred his complaint to this service.

Our investigator thought Novuna had been reasonable, but Mr M still disagreed. He said the damage reported was fair wear and tear and the complaint has been referred to me, an ombudsman, to make a decision.

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, whilst I know it will disappoint Mr M, I agree with the investigator's findings and for broadly the same reasons. I'll explain why.

Mr M acquired his car under a hire agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The terms of the finance agreement held Mr M responsible for keeping the car in good condition. He would be responsible for any damage if the car wasn't returned in the correct condition.

The industry guidelines for what is considered fair wear and tear when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA).

I've reviewed the damage identified in the inspector's photographs and considered that against the BVRLA guidance. I'm persuaded, as our investigator was, that all of the damage that remains has been fairly charged.

The rear bumper and front door scratches

The BVRLA guide says:

“Surface 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 scratches on one panel is acceptable.”

The scratch on the bumper exceeds 25mm and the door has damage that exceeds 25mm. Both panels show primer or bare metal. A charge is therefore reasonable

Alloy wheels

The BVRLA guidelines state, *“any damage to the wheel spokes, wheel fascia, or hub of the alloy wheel is not acceptable” and “scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels are acceptable”*

The front right alloy wheel has scuffing on the spokes, and a charge is, therefore, merited.

The BVRLA guidance also states that *“There must be no rust or corrosion on the alloy wheels/wheel hubs”*.

The other three wheels all exhibit corrosion and damage to the spokes and a charge is, therefore, justified.

The invoice balance

The amount due after the first inspection was £511. Mitsubishi removed a charge of £100 for a missing service. They reduced the balance by a further £150 when Mr M complained to them and by a further £58 when they subsequently accepted the damage to the front bumper wasn't justified. That leaves £203 to pay.

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 11 September 2025.

Phillip McMahon
Ombudsman