

The complaint

Miss C complains about a charge for excess mileage by Mitsubishi HC Capital UK PLC ,trading as Novuna Vehicle Solutions, (Novuna). She would like the charge waived and debt collection activities ceased..

What happened

The details of this complaint are well known to both parties so I won't repeat them again here. Instead I will focus on giving the reasons for my 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 I have reached the following conclusions:-

- I understand Miss C doesn't dispute that under the hire agreement she signed she was liable for excess mileage. However she believes this was if she returned the car. She chose to buy it but says she wasn't told she would be charged for excess miles.
- I have looked at the documentation provided. Information Miss C provided from the broker. This stated that excess mileage would be incurred when the vehicle was returned .Based on this I can understand why Miss C feels , as she bought not returned the car , she shouldn't have been charged for excess mileage.
- However I have also looked at all the other information provided to Miss C when she first took out her agreement and when she communicated about buying the car.
- The agreement Miss C signed stated under section 9.1 that when the contract was ended or at the end of the agreement that excess miles incurred these would be charged for. The agreement doesn't distinguish between the return or purchase of the car. So I think Miss C would have known from the agreement she signed that, if she exceeded the allowed mileage ,she would be charged accordingly.
- I have gone onto consider the communications when Miss C was arranging to buy the car. In August 2024 Miss C received an email about a quote to buy which stated that, when potentially purchasing a vehicle , an excess mileage charge may be applied if the contractual mileage has been exceeded. It made it clear this would be in addition to the purchase price. So, if Miss C hadn't realized she was liable for excess mileage costs before she would have known when she got this email.
- Finally prior to Miss C making the payment for her car she received an email on 27 September 2024 stating that she needed to fully satisfy the terms of her agreement with Novuna prior to purchase of the vehicle . This email flagged that she might be liable for excess mileage charges if she had exceeded her contractual miles. So, this was a further opportunity for Miss C to realise she would incur an excess mileage charge.

- Whilst Miss C wasn't given an actual excess mileage figure prior to purchasing her car I think she would have been aware by at least two pieces of communication and by the agreement she signed that she had an excess mileage liability. I found the communications clear so I can't agree that Miss C was misled in any way.
- Whilst I am empathetic to Miss C's situation I can't reasonably ask Novuna to waive the excess mileage charge as this has been applied fairly under the terms of her agreement. Neither can I ask it to cease debt collection activities.

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 Miss C to accept or reject my decision before 21 August 2025.

Bridget Makins
Ombudsman