

The complaint

Miss A complains about end of contract charges applied by Volvo Car UK Limited after she returned a car supplied under a hire agreement.

What happened

In March 2022, Miss A was supplied with a new car through a hire agreement with Volvo. The term of the agreement was 36 months. Miss R made an advance payment of £504, followed by 36 monthly hire payments of £504.

The car was returned to Volvo at the end of the hire period, and an inspection was arranged in April 2025. When it was returned, the car was three years old and had covered around 25,500 miles. The inspector noted some damage to the car. Volvo charged Miss A a total of £290 for the damage that went beyond fair wear and tear. It provided the following breakdown of the charges:

- Basic valet - £50
- Front bumper – Scuffed - £65
- Left rear alloy wheel – Scuffed - £65
- Right front alloy wheel – Scuffed - £65
- Right front door mirror housing – Scuffed - £45

Miss A didn't agree the charges were fair. She said she'd taken good care of the car, and it was in an excellent condition considering its age and mileage. She said some of the damage Volvo had charged for wasn't clearly visible, and other damage was extremely minor. She felt the charges were disproportionate and unfair. Volvo didn't agree, and said the charges had been applied fairly in line with the British Vehicle Rental and Leasing Association (BVRLA) guidelines.

The complaint was referred to this service. One of our Investigators considered the complaint but didn't uphold it. They were satisfied the charges had been applied fairly and in line with the guidelines. Miss A disagreed. She said she'd been specifically told the car didn't need to be professionally cleaned before it was returned, and felt the charges were unreasonable, disproportionate and went against the spirit of the BVRLA guidelines. She felt it was unrealistic to expect a three-year-old car not to have any scuffs or cosmetic marks. She asked for the complaint to be referred to an Ombudsman for a final decision. So, it's been passed to me to decide.

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.

If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've

reached my decision on the balance of probabilities – what I think is more likely than not to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Miss A was supplied with a car under a hire agreement. This is a regulated consumer credit agreement which means I can consider a complaint about it.

The terms of the agreement state that Volvo can charge Miss A reasonable costs to bring the car to industry fair wear and tear standards if it doesn't meet those standards when returned. I've considered whether the charges were applied fairly – taking all of the evidence into account. I've also considered the BVRLA guidelines on what is considered fair wear and tear. The guidelines are generally intended for newer cars that have been returned at the end of their first finance agreement – so I think they're relevant here. As the car was brand new when it was supplied to Miss A, I'd expect it to have been in a near-perfect condition, and I haven't seen anything to suggest that there was any damage to the car when it was supplied. So, I'm satisfied Miss A was responsible for any damage to the car when it was returned.

I've considered each of the charges in turn.

Valet charge

Volvo has applied a charge for a basic valet. Miss A doesn't agree this is fair, as the interior of the car was clean. The BVRLA guide says the inside of the car should be valeted and free of rubbish. I appreciate Miss A recalls being told she didn't need to arrange for the car to be professionally valeted – but even if she was told this, I'd still expect the car to be returned in a reasonably clean condition.

I've looked at the photos of the car's interior. While the main area seems clean, the boot area contains a lot of what appears to be hair and some dirt. Taking this into account, I can't fairly agree that the interior of the car was sufficiently clean when it was returned. So, I think the appearance of the interior goes beyond fair wear and tear. I appreciate Miss A feels it's unreasonable to apply a valeting charge for some hair – but as the car wasn't returned in a clean condition, Volvo was entitled to apply a charge and I don't think it did so unfairly here.

Front bumper

The BVRLA guide says scratches and scuffs of 25mm or less are acceptable if they can be polished out – and that a maximum of four surface scratches is acceptable. Looking at the photos of the front bumper, the size and depth of the scratches isn't entirely clear. But I can see that there are more than four scratches on the panel – and there appears to have been some attempt to rectify the damage. In any case, I'm satisfied given the number of scratches that the damage goes beyond fair wear and tear.

Mirror housing

The BVRLA guide says damage to the mirror housing isn't acceptable. The photo of the mirror housing shows a clear scratch. The scratch appears to be longer than 25mm – and part of the scratched area has gone through the paintwork. I'm satisfied this damage goes beyond fair wear and tear.

Alloy wheels

Under the BVRLA guidance, any damage to the hub or spokes of the alloy isn't acceptable. The photos show clearly visible scuff marks on the spokes of the two alloy wheels in question. I'm satisfied this goes beyond fair wear and tear.

Miss A says the charges are disproportionate and unreasonable – and outside the spirit of the BVRLA guidelines. The guidelines set out the circumstances in which damage is – and isn't – considered fair wear and tear. They're widely accepted as an industry standard, and I don't find it unreasonable that Volvo applied those standards here. For the reasons I've explained, I'm satisfied all of the damage Volvo has charged for goes beyond fair wear and tear – taking the guidelines into account. I haven't seen anything to suggest that Volvo has misinterpreted or misapplied the guidelines when applying the charges. I also don't think the amounts Volvo have charged here are disproportionate or out of line with what I'd normally expect given the condition the car was returned in.

I understand Miss A feels strongly that she looked after the car and kept it in a good condition – but even if that's the case, there was some damage that went beyond fair wear and tear – and Volvo was entitled to apply a charge for that damage in line with the terms of the agreement.

I appreciate this will come as a disappointment to Miss A, but I'm satisfied the charges were applied fairly by Volvo taking all of the relevant circumstances into account. So, I don't require Volvo to waive the charges or do anything further.

My final decision

My final decision is that I don't uphold Miss A's complaint about Volvo Car UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 7 October 2025.

Stephen Billings
Ombudsman