

## **The complaint**

Mrs S complains about charges Mitsubishi HC Capital UK PLC , trading as Novuna Vehicle Solutions, (Novuna) applied for damage at the end of her hire agreement. She would like these charges waived.

## **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 appreciate Mrs S's frustration. Aware she would be charged for damage over and above fair wear and tear she arranged for a scratch on the back bumper and a dent on the driver's door to be repaired at a cost of £600. So, she wasn't expecting to be charged on return of her car.
- Novuna applies British Vehicle Rental and Leasing standards (BVRLA) when assessing fair wear and tear damage. This is industry standard practice. I have noted that Mrs S signed to say she didn't agree with the report findings when the vehicle was collected. The vehicle was subsequently re-examined and, as a result, Novuna removed a charge of £140 for the rear door. I think this shows Novuna was open to reviewing and altering its charges as appropriate. I understand it also reduced the overall bill by £150 as a gesture of goodwill.
- I appreciate Mrs S's feels that using inspection tools such as zebra boards go beyond what a consumer might expect in terms of a car inspection. However, I have seen the report and photos contained in it. Whilst the tools used help to pinpoint the areas of concern, the photos do indicate a dull/rippled effect to the paintwork on the rear bumper and preparation marks to the paintwork on the front right door. Both of which give a poor finish and repair. I do think under BVRLA guidelines that Novuna is entitled to charge for these.
- I appreciate Mrs S got the car repaired in good faith, but I can't agree she wasn't advised of what she needed to do. The end of contract options letter Novuna sent explained that the car would be independently assessed using BVRLA guidelines, it provided a link to the BVRLA website and, a letter sent with hire agreement also gave the same information.
- I also appreciate Mrs S said she didn't have the opportunity to go back to the garage that carried out the repairs when problems were identified. She could have done this when issues were identified on the inspection on collection, but I appreciate this would have meant incurring extra costs due to a delay in returning the car. She

could consider raising with the repairing garage, as Novuna has suggested, which might be able to provide her some redress

- Unfortunately, I don't feel I can ask Novuna to waive the charges it has applied. From what I have seen these have been fairly applied according to BVRLA guidelines and Mrs S was aware these were the guidelines that would be used.

### **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 Ms S to accept or reject my decision before 11 August 2025.

Bridget Makins  
**Ombudsman**