

The complaint

Mr G complains that ALD Automotive Limited trading as Ford Lease unfairly charged him for a missing service book. He also feels its investigation wasn't impartial. He would like the charge for the service book waived, and consideration of a gesture of goodwill payment for the distress and inconvenience caused.

What happened

Mr G says when he returned his vehicle he accepted a charge for damage to the bumper. However, he says he was also charged £160 for a missing service history book. He says he provided evidence of the service history which Ford Lease refused to accept.

Mr G says the garage provided an email confirmation of mileage but Ford Lease refused to accept this as it was from a personal email address. He feels it's unreasonable that Ford Lease wanted a company letterhead or stamp.

He says Ford Lease refused to return original service invoices which prevented Mr G from providing the specific details requested.

Finally he feels it's unfair that as the vehicle has now been sold Ford Lease will no longer accept evidence.

Our investigator considered Mr G's complaint but didn't feel he could uphold it. He noted that Ford Lease follow British Vehicle Leasing and Rental Association Guidelines (BVRLA) which states the service book must be provided to evidence the service has taken place. As no service book was provided our investigator didn't feel Mr G met the terms of his agreement.

Ford Lease accepted this view but Mr G didn't.

Mr G said he did provide the service history. He said he asked Ford Lease for the return of the physical service history so the garage could stamp the mileage but Ford Lease declined to do this. He says Ford Lease then told him he could provide an email from the garage but this wasn't accepted

Our investigator considered these points but didn't change his view. He felt that Ford Lease were entitled to charge for a missing service history as it wasn't provided at the point of collection of the vehicle. And that it had given further opportunities for Mr G to provide this.

A further view was then issued to address Mr G's points that Ford Lease didn't handle his complaint impartially, issued him with a default notice and took too long to deal with his complaint.

Our investigator considered these points but noted that Ford Lease was entitled to pursue Mr G for sums owing, it investigated his complaint in line with the timescales set by the Financial Conduct Authority (FCA), and that Mr G should be reassured that our service is impartial

The investigator who then took over management of Mr G's complaint, at my request, as I didn't feel the issue of impartiality had been fully investigated issued a view in which she found that various issues such as size of an organization and business demands sometimes mean an individual who has dealt with a consumer might then be involved in the complaint process but that doesn't automatically render it unfair.

Mr G didn't accept these further points.

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.

I do appreciate Mr G's frustration. He has raised a number of issues which I would like to reassure him I have considered very carefully even if I haven't referred to every detail of the information he has provided.

Mr G's main point is that he provided relevant service history but Ford Lease didn't accept this.

BVRLA guidelines which Ford Lease use to assess damage over and above fair wear tear state that vehicles must be returned with a service book or if the service record is kept electronically evidence must be produced that the vehicle has been maintained according to the manufacturer's service and maintenance schedule.

There doesn't seem to be any dispute that when Mr G returned his vehicle the service history was incomplete. So Ford Lease were entitled to charge for the missing service records on return of the car.

However, not unreasonably, it did give Mr G some time to provide this information.

I have seen the service invoices Mr G provided, the issue seems to be that these didn't note mileage information which was required. Mr G doesn't feel that was necessary however Ford Lease has explained that it required the mileage to verify each service record.

I don't agree that Ford Lease refused to provide information. It said it would provide service invoices electronically but that it couldn't post these back as it didn't physically have these in its possession to do so.

I don't think it was unreasonable for Ford Lease to ask Mr G to get garage confirmation of mileage as that was the outstanding information required. I don't agree that Ford Lease was 'changing the goal posts' I think it was trying to provide options for Mr G to get the required information given the service history was incomplete.

I also don't agree it was unreasonable for Ford Lease not to accept the email confirmation of mileage. It would be standard practice to expect any such information to be provided from a business not personal email address and/or on company headed paper for verification purposes. I am surprised the information wasn't given to Mr G in that way by the garage.

Mr G has told us Ford Lease could have verified the company online. Ford Lease told us it was unable to find the company via an online search and the phone number Mr G provided was invalid.

I know Mr G disputes that the company and phone number were invalid. But ultimately it was his responsibility to provide acceptable proof of mileage. I am not sure why Mr G couldn't have gone back to the garage and asked for the information to be provided in a way that validated it. Businesses would expect to provide information in such a way that it can be relied upon. A business email address and company headed paper or a company stamp is not an unreasonable request.

Finally in terms of the charge I don't think it was unreasonable for Ford Lease to say it would no longer accept information provided once the vehicle had been sold. It's not reasonable for businesses to be expected to wait on an open ended basis for information to be provided. In this case Mr G should have provided the correct information on collection, he was then given further opportunities to provide the relevant information but didn't do so.

Taking into account all that I have seen I can't reasonably ask Ford Lease to waive the charge for the missing service history information given Mr G didn't provide this on vehicle collection when he should have done so, and didn't provide suitable information within a reasonable timescale for Ford to consider it.

Moving onto some of Mr G's other points.

I appreciate waiting six weeks for a final response letter (frl) from Ford Lease would have caused Mr G some stress and inconvenience. However it does take time to investigate issues. The FCA, which sets the rules we work within, gives an eight week timescale for a business to issue a frl unless there are exceptional circumstances. In this case Ford Lease's response fell within the FCA timescales so I can't conclude it has done anything wrong.

In terms of issuing a default notice, again whilst I appreciate the stress this may have caused, businesses don't have to suspend such actions whilst complaints are with us. Ford Lease is entitled to seek money owing.

Finally Mr G doesn't feel his complaint was dealt with impartially as the frl was issued by someone Mr G dealt with when trying to provide the service history.

I asked our investigator to specifically look into this in more detail as, although in the correspondence I saw the complaint handler did explain his involvement to Mr G, Ford Lease hadn't specifically addressed this point of Mr G's complaint in its responses to us, and I wanted to ensure it did.

I accept it's not ideal if only one person is involved in sorting out an issue – in this case trying to support a customer to get information needed and in investigating an ensuing complaint.

However from the information I have seen the complaint handler who issued the frl wasn't the only person from Ford Lease Mr G dealt with. Also I have noted the frl was very detailed so I am persuaded the complaint handler looked in Mr G's complaint comprehensively

Ford Lease has explained that it has a dedicated complaints handler in its end of contract hire team however all members of the team are experienced to review and investigate issues that arise.

It has also explained that during busy periods additional support may be needed to ensure complaints are handled promptly and appropriately. I don't find this unreasonable.

Given Mr G was involved with at least one other member of the team and received a very thorough frl I can't reasonably conclude that his complaint wasn't handled impartially.

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 Mr G to accept or reject my decision before 26 August 2025.

Bridget Makins
Ombudsman