

## **The complaint**

Miss D complains that the price she has been quoted to purchase a van she has been leasing through an agreement with LeasePlan UK Limited ('LeasePlan'), doesn't reflect her limited use of it.

## **What happened**

Miss D took receipt of a new van in June 2014. She financed the deal through a hire agreement with LeasePlan under which there was an annual mileage allowance of 22,000 miles. The hire period was for a minimum of 60 months and Miss D continued to hire the van after that period on the same terms. In July 2024 she asked LeasePlan for a quote to buy the van outright but she was disappointed with the quote they provided. She explained that she had covered much less than the 22,000 miles per year she was entitled to travel and as such she expected a much lower offer.

She complained to LeasePlan but they didn't uphold her complaint and Miss D, therefore, referred it to this service. Our investigator didn't think LeasePlan had done anything wrong. She explained that they weren't obliged to sell the van to Miss D or to take into account the limited mileage completed.

As Miss D disagreed with our investigator her 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.

I know it will disappoint Miss D, but I agree with our investigator's view of this complaint. I'll explain why.

The Financial Ombudsman is designed to be a quick and informal alternative to the courts. Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full and I keep in mind all of the points that have been made when I set out my decision.

Where the evidence is incomplete, inconclusive, or contradictory (as it is here), I have to make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances.

I'm required to take into account the relevant, laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

There was no contractual right for LeasePlan to sell the van to Miss D at the end of the agreement. They were not obligated to do so, and it wouldn't be fair for me to suggest they have, therefore, been unreasonable to offer the van for sale at a price Miss D feels is unfair. If Miss D doesn't want to buy the van for that amount she is not obligated to do so either.

LeasePlan were only obliged to offer what was written in the contract and in relation to mileage that meant they were obliged to allow Miss D to drive the van 22,000 miles each year before excess mileage charges would apply. There was no regulatory requirement for them to give Miss D the option to reduce her mileage so I can't say they were unreasonable not to mention that in the contract or to notify Miss D earlier that they may be able to do so.

While Miss D was able to drive the van 22,000 miles a year there was no reciprocal arrangement in the agreement that allowed a rebate if she didn't complete those miles nor do I think LeasePlan are obligated in any way to provide one.

Overall, I don't think LeasePlan have done anything wrong here and I'm not asking them to take any action.

### **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 Miss D to accept or reject my decision before 15 September 2025.

Phillip McMahon  
**Ombudsman**