

The complaint

Mr R complains that Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions ("Novuna") mismanaged the collection of a car at the end of a hire agreement.

What happened

In September 2019 Mr R entered into a hire agreement for a car with Novuna. In September 2024 the lease was coming to an end and Mr R was contacted via email about making arrangements for the car to be collected. This email explained that the car would be picked up by a third-party company, that this company needed 10 working days' notice for collection and that if the vehicle couldn't be picked up on the date agreed an aborted fee of £166.72 plus VAT would be applied.

Mr R requested that the car was collected at the end of September and his request was acknowledged. A separate email was sent to him confirming the appointment and enclosing the return vehicle guide. The terms of the collection were specified as *"Please Note: Our appointments run on an all-day basis from 8am. The Inspector will call or text with their estimated time of arrival on or before the day of inspection."*

Prior to the collection date, Mr R contacted Novuna and requested that the car be collected after 2.00pm as he was not available until then. An email was sent to the third-party company by Novuna saying: *"As a special instruction for this collection on the 30/09, please can this be arranged from 2pm onwards as customer is unavailable before that?"*

On the evening prior to the car being collected, Mr R says he was called by an agent for the third-party company who said they would be with Mr R in the morning. Mr R says that he explained he would not be available and asked for the agent to attend his home after 2.00pm. He says the agent replied they *"would try."* Mr R didn't cancel the appointment.

However, the agent arrived in the morning of the agreed day and as they were unable to collect the car, it was considered to be an aborted collection. Mr R was invoiced the aborted collection fee for £200.06.

Arrangements were made to collect the car 10 days later and Mr R was further invoiced £113.54 for this additional rental period.

Mr R complained to Novuna as he said he had requested the car was collected after 2.00pm on the arranged day and that this had been accepted. He requested that both invoices were cancelled.

Novuna didn't uphold Mr R's complaint. It said that Mr R had been told that the third-party company operated all day appointments and it wasn't possible to book specific slots. Novuna said Mr R's request about an afternoon collection had been noted but not guaranteed. It said Mr R had been correctly invoiced.

Mr R was unhappy at Novuna's response and complained to this service. Our investigator didn't recommend that Mr R's complaint should be upheld as he didn't think Novuna had

acted unfairly.

Our investigator said that the collection of the car was undertaken by a third-party company, and it was this company's policies that applied. He said Mr R had been informed that the appointment was an all-day one and although he had requested a bespoke window there wasn't evidence that this had been agreed.

Mr R said that he considered an all-day appointment system was unreasonable as it would require him to have to have a day off work and lose a day's earnings. While our investigator acknowledged that this system may be an inconvenience, he said it wasn't unusual. He said there hadn't been a broken promise to Mr R about being provided with a bespoke window in which the car would be collected from him.

Mr R disagreed with the view of our investigator. He said that Novuna had accepted he was only available on the set date after 2.00pm as it had made a "*special arrangement*." He also said he wasn't aware that he would be charged additional rental for the period between the two collection dates. He asked that his complaint was passed to an ombudsman for a final 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've seen that Mr R was contacted by Novuna as the hire agreement for the car was coming to an end and asked to book a collection date that was within the last 30 days of the agreement. The car was also to be inspected as part of this collection process. I've seen that this email provides information about the process and clearly warns that a fee will be charged if the collection appointment is aborted. The amount of the chargeable fee is also set out.

Following Mr R's selection of a date, a confirmation email was sent to him together with the vehicle return guide. This confirmation informed Mr R that the collection appointment was an all-day appointment starting at 8.00am. The vehicle return guide again set out that if the collection appointment was aborted then a fee may be charged.

So, I'm satisfied that Mr R was informed both that the agent collecting the car could attend any time from 8.00am on the day of the appointment and that if the collection didn't go ahead and the appointment hadn't been cancelled, then a fee would be charged.

I appreciate that Mr R considers that an all-day appointment is unreasonable due to the inconvenience it can cause to those that work etc, but I've also seen that Novuna has explained why set appointments aren't workable either. It says that due to a number of factors such as distances, traffic, weather and the length of time required for an inspection would all make allocated slots unmanageable.

I'm also aware that all-day appointments for cars to be collected at the end of financial agreements aren't unusual and although I accept this will be a cause of frustration for some consumers, I don't think I can reasonably say that it's an unfair policy to have in place. I think there are too many variables involved in the inspecting and collecting of cars such that to operate an all-day appointment system is a reasonable process.

Mr R says that he requested the car be collected after 2.00pm on the selected date and that this had been accepted and agreed. But when looking at the email sent by Novuna to the third-party company (which Mr R was cc'd into) I don't agree with his interpretation of what

that says. This is because that email is in the form of a question to the third-party company, it doesn't say that this request has been accepted by Novuna or that it binds the third-party company. The email asks if an after 2.00pm collection can be arranged. I don't think I can reasonably say Mr R was given any promises or guarantees that the car would be collected from him after 2.00pm on the day set for collection.

Mr R says that when the agent rang and spoke to him the night before they said they hadn't been told that Mr R had asked for an after 2.00pm collection. Mr R says that this is a failure in communication by Novuna and/or the third-party company which is not his fault. But as he hadn't been given any assurances that the car would be collected in the afternoon, then I don't think, if there was any failure to pass his request on, that this would alter my view.

Mr R also says that the agent told him that had they known about his request then they would have been able to factor it in. However, I've seen they were made aware of it the night before and, despite saying they would try to meet Mr R's requirement, they still arrived before 2.00pm. I think this supports that allocated slots aren't workable in this situation.

So, for the reasons set out above, I don't think Novuna has acted unfairly when invoicing Mr R for the aborted collection.

Mr R has also raised that he thinks the invoice for the extra rental period is unfair. I'm afraid again I disagree with his view. Mr R was aware from the information he'd been given that it would take around 10 working days for the third-party company to be able to arrange a new collection. I've seen that the third-party company was actually able to collect the car before the 10-working days had passed. I also think that the terms and conditions of the hire agreement make it clear that if the car isn't returned at the end of the lease, then Novuna can charge for that. As Mr R kept the car beyond the originally agreed return date then I think charges in line with the amount of the monthly rental is appropriate and reasonable. I think Novuna was entitled in these circumstances to charge Mr R £113.54 for the additional period he had the car before it was finally collected.

For the reasons given above, I'm not upholding Mr R's complaint.

My final decision

For the reasons set out above, I'm not upholding Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 September 2025.

Jocelyn Griffith
Ombudsman