DRN-5777368

The complaint

Mr T complains about charges he was asked to pay by LeasePlan UK Limited (LeasePlan) when he returned a car he had been financing through an agreement with them.

What happened

I issued my provisional decision on this complaint early this month. An extract from that provisional decision is set out below.

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr T took receipt of a car in November 2017. He financed the deal through a hire agreement with LeasePlan. The car was returned in August 2024 and after it was inspected LeasePlan asked Mr T to pay the following refurbishment charges:

- *Wing Left Hand Front - £36.50*
- *Door Left Hand Front - £36.50*
- *Door Shut Inner Left-Hand Rear - £159.69*
- *Rear Bumper - £141.44*
- *Door Shut Inner Right-Hand Rear - £159.69*
- *Door Right Hand Rear - £141.44*
- *General interior - £18.25*

Mr T disputed the charges and complained to LeasePlan, but when they didn't uphold his complaint, he referred it to this service.

Our investigator reviewed the evidence in the inspection report but thought all of the damage reported was outside of what could be considered fair wear and tear. As Mr T disagreed, his complaint has been referred to me, an ombudsman, to make a final decision.

What I've provisionally 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'm expecting to uphold this complaint in part as I don't think LeasePlan have taken fair account of the length of time Mr T had the car. I'll explain what that means to the amount due.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr T acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The terms of the agreement explained that Mr T needed to return the car in good condition and that he would be responsible for the cost of any repair or replacement parts as a result of damage unrelated to normal wear and tear.

The industry guidelines for what is considered fair wear and tear when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA).

In 2017 when Mr T took receipt of the car the guide explained "…When BVRLA members review deterioration to the vehicle's condition at the end of a contract or finance agreement, the age, mileage and use of the vehicle are taken into account"

Mr T initially agreed to a two-year term but the period was significantly extended and by the time the car was returned Mr T had had it for six and a half years. I've not seen any evidence that LeasePlan took the age of the car into account when they applied the BVRLA guidance. As a result, I think some of the charges they identified are unreasonable.

I've reviewed the damage identified in the inspector's photographs and considered that against the BVRLA guidance.

The BVRLA guidance I've applied when reviewing those photographs is as follows:
"Dents of 15mm or less in diameter are acceptable provided there are no more than two per panel and the paint surface is not broken."

"Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable provided, they can be polished out. A maximum of four scratches on one panel is acceptable."

"The interior upholstery and trim must be clean and odourless with no burns, scratches, tears, dents or staining."

Scratches

Left hand front wing

There are some lengthy scratches shown in the inspection photograph. They are well in excess of the BVRLA guidance and I don't think they can fairly be considered to be fair wear and tear even on a car of this age and mileage. I think the charge of £36.50 is reasonable.
Door left hand front

I don't think the photographs provided demonstrate the scratch is beyond the BVRLA guidance and I'm struggling to see any damage in the area under the inspector's ruler. I don't think the charge of £36.50 is fair and it should be removed.

Bumper rear

There're are a few scratches shown in the photograph beyond 25mm and there's a lot of primer showing. I don't think damage of that magnitude, even on a car of this age, is fair wear and tear and I think the charge of £141.44 is reasonable.

Door right hand rear

I can see some scuffing/surface scratches that exceed 25mm around the handle area. But given the age of the car at the time of the inspection I think the damage can only fairly be considered wear and tear. I think the charge of £141.44 should be removed.

Dents

There are dents to two door shut inners that are significantly in excess of 15mm and the paint is missing in both areas. I don't think that could be considered reasonable wear and tear even on a car of this age and mileage, so I think the charges totalling £319.38 have been reasonably applied.

General interior

Regardless of the age of the car I think it should have been returned in a clean condition and as it wasn't, and as the BVRLA says it should have been clean internally, I think the £18.25 charge is reasonable.

Overall, I'm expecting to tell LeasePlan to waive the charges I've identified above. The charges that would remain are:

- *Wing Left Hand Front - £36.50*
- *Door shut inner Left-Hand Rear - £159.69*
- *Rear Bumper - £141.44*
- *Door shut inner Right-Hand Rear - £159.69*
- *General interior - £18.25*

The total charge to pay would reduce to £515.57.

My provisional decision

I'm expecting to tell LeasePlan UK Limited to put things right in the way I've set out above.

The parties responses to my provisional decision

LeasePlan accepted my provisional decision. Mr T said:

"[…] I do not think it is right that the same criteria for fair wear and tear based on a 2 year lease should be applied to a lease of over 3 times that length given the amount I have paid over this period and the current re-sell value of the vehicle.

I have no additional evidence to provide, nor will I waste your time repeating things I have already said, I would be extremely grateful if you could please reconsider the total charges […]"

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.

While I understand Mr T's strength of feeling about his complaint as he's not provided any further evidence for me to consider I have not been persuaded to change my provisional decision and that now becomes my final decision on this complaint.

My final decision

For the reasons I've set out above, I uphold this complaint in part and tell LeasePlan UK Limited to waive the charges I've identified above. The charges that remain payable should be as follows:

• Wing Left Hand Front - £36.50
• Door shut inner Left-Hand Rear - £159.69
• Rear Bumper - £141.44
• Door shut inner Right-Hand Rear - £159.69
• General interior - £18.25

The total charge to pay would reduce to £515.57.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 24 September 2025.

Phillip McMahon
Ombudsman