

## **The complaint**

Mr W complains that charges for damage, over and above fair wear and tear, that Mitsubishi HC Capital UK PLC, trading as Novuna Vehicle Solutions (Novuna) applied at the end of his hire agreement were unfair. He would like these removed.

## **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 have seen the agreement Mr W signed. This clearly states under the 'key features' that the car must be returned in good condition in accordance with the British Vehicle Rental and Leasing Association (BVRLA) Guidelines for fair wear and tear. These guidelines are commonly used across the car industry and are easily accessible for consumers to see.
- I understand that Novuna also offers customers the use of an app that allows them to get an estimate for repair work. So Mr W could have used this and chosen to have repairs done himself before he returned the car.
- Both Novuna in its final response letter (fri) and our investigator in his view detailed each charge referring to the specific BVRLA guidelines so I am not going to repeat the details they have given again.
- However, I can confirm I have seen the inspection report and agree that dents have caused minor damage to the paintwork, misalignment of, and a scratch on the tailgate along with scuff marks on the alloy wheels do fall outside BVRLA guidelines for fair wear and tear. Also no service was evidenced for 2022 when there should have been one. Based on all of this I don't feel Novuna were wrong to make these charges.
- I appreciate Mr W feels the charges are unfair given the amount he has paid over the contract period but we don't expect businesses to take this into account.
- However, Mr W has also made the point that the car was in his possession for 5 years. I have noted that Mitsubishi did take this into account and as a result it reduced the charge for the damage by 13% which seems fair to me.
- Finally Mr W has referred to the Consumer Duty Regulations as he doesn't feel these have been applied in his case. He hasn't, however, specified which part of these regulations he feels are relevant.

- I can't see where Novuna has failed with regard to these regulations. It acted in line with its agreement using BVRLA guidelines, applied a discount to reflect the age of the car and offered Mr W the use of an app that would have allowed him to get an estimate for repair work giving him the option to have repairs done himself before he returned the car.

### **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 W to accept or reject my decision before 15 December 2025.

Bridget Makins  
**Ombudsman**