

## **The complaint**

Miss C complains about charges she was asked to pay when she returned a car she had been financing through an agreement with Arval UK Limited (Arval).

## **What happened**

Miss C took receipt of a new car in July 2021. The car was collected and inspected in May 2025 at the end of an extended lease. Arval subsequently sent Miss C an invoice for £918 to cover damage they said was present on the vehicle that was beyond wear and tear.

Miss C thought the charges were unreasonable. She explained that she'd covered a much lower mileage than she was allowed to under the agreement and she thought that would have enhanced the resale value of the car and she didn't think the damage that had been highlighted was merely normal wear and tear. She also noted that Arval hadn't demonstrated they'd actually repaired the car, and she didn't think it was fair to charge for work that hadn't taken place.

Arval didn't uphold Miss C's complaint and neither did our investigator who thought the damage was beyond what could reasonably be considered fair wear and tear.

Miss C disagreed and requested a decision from an ombudsman.

## **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 C but I'm not upholding this complaint. I'll explain why.

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.

Miss C acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Miss C has raised concerns that the collection of the car didn't take place as arranged, and that she therefore wasted a day's holiday. We can only fairly review a complaint after the business has had a chance to provide their opinion and as Arval haven't considered that part of Miss C's complaint yet she will need to refer it to them in the first instance.

The finance agreement explained that the car would need to be returned in a good condition and that if it wasn't Miss C would need to pay Arval the "reasonable sum we in our sole discretion estimate to represent our loss which is the reduction in value of the Vehicle."

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).

The charges Arval have levied are to represent the loss in the reduction in sales value of the vehicle and there's no requirement for them to complete that refurbishment before selling the car. The BVRLA explains *"Charges can still be applied at the end of lease in cases where the leasing company decides for commercial reasons not to repair damage or to replace missing equipment before the vehicle is sold"*.

There's also no requirement in the contract or from the BVRLA that would oblige Arval to consider a reduction in charges because the car was returned with less mileage than the consumer was contracted to drive.

I've reviewed the damage identified in the inspector's photographs and considered that against the BVRLA guidance. I'm persuaded, as our investigator was, that all of the damage that remains has been fairly charged.

### **Scratches**

Miss C is being charged for scratches to the front bumper, three doors and the tailgate.

The BVRLA guidance says:

*"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 front bumper, and near side doors exhibit scratching in excess of 25mm and the primer is showing. The off side front door scratch has also gone through to the primer as have the tailgate scratches. I think all of those damage charges are therefore reasonable.

### **Dents**

The BVRLA guidance says:

*"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."*

The dent to the rear bumper is a little over 15mm and a charge is reasonable.

I understand Miss C thinks she was asked to pay one monthly instalment more than required under her agreement. Arval dispute that and I've not seen evidence of any overcharge so I can't uphold that aspect of Miss C's complaint.

Taking all of that into account I don't think Arval have been unreasonable to levy the charges they have.

**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 C to accept or reject my decision before 5 December 2025.

Phillip McMahon  
**Ombudsman**