DRN-5910349

The complaint

X complains about charges he was asked to pay by Mercedes-Benz Financial Services UK Limited (MBFS) when he returned a car he had been financing through an agreement with them.

What happened

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.

In October 2021 X took receipt of a new car. He financed the deal through a hire agreement with MBFS. When the car was returned at the end of the agreement MBFS arranged for it to be inspected. The inspector noted damage to a door shut that he thought was beyond reasonable wear and tear and needed to be repaired. He also noticed that a charging cable and a first aid kit was missing. MBFS asked X to pay to replace those items and to repair the door shut. X didn't think those charges were reasonable and he asked this service to consider them but as our investigator didn't agree MBFS had been unreasonable to raise the charges, X asked for a final decision by an ombudsman. He said he'd not been given an opportunity to replace the charging cable; that £457 was too much to charge for replacing the cable and that it was unreasonable to charge for a missing first aid kit as that was a consumable part and the requirement to return it hadn't been made sufficiently clear.

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 agree with the investigator's view of this complaint and for broadly the same reasons.

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.

X acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

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). MBFS aren't members of the BVRLA and have their own Vehicle Return Standard, so I'll consider both standards.

The missing cable and first aid kit

The BVRLA says *“All original equipment…must be present…”*

The VRS says broadly the same that *“if any components or parts have been removed, the vehicle must be returned to the specification as originally supplied.”*

It’s not disputed that the charging cable was missing and in those circumstances a charge was reasonable.

X says MBFS should have waited longer for him to supply one, but I don’t think they were obliged to do that. X had the opportunity to replace it or make sure the original one was present before the car was returned.

X also says MBFS were unreasonable to replace the part with an original equipment part from the same manufacturer. As this was a new car, I don’t think it was unreasonable for MBFS to use original equipment parts for any replacement. That would, as the return standard required, return the car to the specification originally supplied.

I don’t think the charge for replacing the cable was unreasonable.

Similarly, the return standards required the first aid kit to be present when the car was returned. It was, as X has explained, a consumable part but the standard wasn’t unreasonable and required the kit to be *“returned to the specification originally supplied”.* A charge was justified.

The door shut

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.”

“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.”

MBFS’s return standard says that dents are acceptable if they are less than 13mm in diameter and that light surface scratches not through the top coat are also acceptable.

There’s a dent showing on the door shut that is about 15mm but there’re also some scratches that have penetrated the paint surface and where primer is showing. I don’t think MBFS were unreasonable to levy a charge to repair this area.

Overall, I’m not persuaded that MBFS acted unfairly, and I’m not asking them to remove or reduce the charges.

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 X to accept or reject my decision before 19 January 2026.

Phillip McMahon
Ombudsman