

The complaint

Mr G complains about charges he was asked to pay by Tesla Financial Services Limited (Tesla) 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.

When Mr G returned a car he had been hiring through a conditional sale agreement with Tesla they sent him an invoice to cover refurbishment of damage to the car that they said was beyond fair wear and tear. Mr G was unhappy with the charges and as he was unable to resolve matters with Tesla he referred his complaint to this service.

Our investigator considered the images in the inspection report but thought all of the damage was beyond what could be considered fair wear and tear. She didn't think Tesla had been unreasonable to charge what they did.

Mr G didn't agree. He said the minor cosmetic damage shown in the inspection report was consistent with normal use and the repair approach Tesla had suggested was too extensive. He asked for a final decision by 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 Mr G but I'm not upholding this complaint.

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

The finance agreement explained that Mr G would need to pay the costs of repairs required to put the car back into good serviceable repair and condition.

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 car was new when supplied and was about four years old when it was returned. I think the guidance is meant to be applied to cars of that sort of age and I don't think Tesla needed to consider fair wear and tear would be more extensive than is laid out in the BVRLA guidance.

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.

The alloy wheels

The BVRLA standard says:

"Scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels/wheel hubs are acceptable. Dents on wheel rims are not. Any damage to the wheel spokes, wheel fascia, or hub of the wheel is not acceptable."

The photographs show that all wheels have extensive scuffing to the rims that is beyond 50mm. I think the charges were reasonable.

The quarter panel, door shut, door and bumper scratches

"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."

There is extensive scratching to all of the panels. Scratches are in excess of the BVRLA standard and so extensive that I think touching up or polishing out would be impracticable. I think the charges were reasonable.

Overall, I don't think Tesla have been unfair here and I'm not asking them to take any action.

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 Mr G to accept or reject my decision before 13 January 2026.

Phillip McMahon
Ombudsman