

The complaint

Mr S complains about charges he was asked to pay by Volvo Car UK Limited (who I'll call Volvo Car UK), 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 S returned a car he had been hiring through a finance agreement with Volvo Car UK they sent him an invoice to cover refurbishment of damage to the car that they said was beyond fair wear and tear. Mr S was unhappy with the charges and as he was unable to resolve matters with Volvo Car UK 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 Volvo Car UK had been unreasonable to charge what they did.

Mr S didn't agree that the charges for poor paint finish on a front bumper and a bonnet repair were fair. He explained that he'd had the repairs completed at a garage Volvo Car UK directed him to after his car had been in an accident in 2022. He asked for a 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 S 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.

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

The hire agreement explained that Mr R would need to pay reasonable costs in bringing the car to applicable industry fair wear and tear standards if it did not meet those standards when it was returned.

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).

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 paintwork damage

The BVRLA guidance says:

'Obvious evidence of poor repair, such as flaking paint, preparation mark, paint contamination, rippled finish or poorly matched paint, is not acceptable'.

Mr R has been charged for damage to the front bumper, and the bonnet. The inspector's photographs show the paint surface to be dull with some contamination and on the bonnet, there is also some orange peel effect.

Mr R has explained that those areas have been previously repaired but at an approved dealership he was directed to by Volvo Car UK. The agreement was clear that the car would need to be returned in a satisfactory condition, and I don't think it has been here. Volvo Car UK weren't obliged to waive the charges but appear initially to have been prepared to do so. They subsequently changed their mind as the repairs were completed so long ago. I think that was a commercial decision they were entitled to take. Mr R's complaint may therefore be with the garage who completed the repairs, but I don't think Volvo Car UK Limited needed to take responsibility for that poor workmanship.

I don't think Volvo Car UK have therefore applied those charges unfairly.

The alloy damage

Mr R was also charged for damage to three alloys. It seems he no longer disputes these charges but for completeness I will comment.

The BVRLA guidance says:

'any damage to the wheel spokes, wheel fascia, or hub of the wheel/alloy is not acceptable. There must be no rust or corrosion on the alloy wheels/wheel hubs'. And 'Scuffs up to 50mm on the total circumference of the wheel rim and on alloy/wheel hubs are acceptable'.

The inspector's photographs show corrosion is present on the front alloys and there is a lengthy scratch around the rim of the rear left alloy that exceeds the 50mm tolerance. I think all of those charges have therefore been fairly levied.

Overall, I don't think Volvo Car UK have been unreasonable 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 S to accept or reject my decision before 1 December 2025.

Phillip McMahon
Ombudsman