

The complaint

Mr S says Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions (who I'll call Novuna) were unreasonable to charge him failed collection fees and extended hire charges.

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.

Mr S took receipt of a new car in February 2022. He financed the deal through a hire agreement with Novuna. At the end of the term Mr S booked a collection for 25 March 2025. The collection was aborted and rebooked for 9 April 2025 but as the car didn't have a valid MOT that collection was also aborted. The car was eventually repaired and then collected on 29 April 2025 and Novuna subsequently sent Mr S a bill for two aborted collections and an extension to his hire period.

Mr S thought that was unreasonable so he referred his complaint to this service. Our investigator noted that the MOT had failed because of a broken fog light but despite the maintenance plan Mr S was benefitting from he still thought it was Mr S's responsibility to ensure the car was properly MOT'd before it was returned. As the car hadn't been MOT'd when either inspection took place he didn't think the charges for the aborted collections or the extended hire charges were unreasonable.

Mr S disagreed so his complaint has been referred to me, an ombudsman, to make a 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.

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.

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

The car failed its MOT on 3 March 2025. The finance agreement explained that *“Even if we provide maintenance it is your responsibility to ensure all servicing, maintenance and testing is carried out within the time periods specified by the manufacturer and/or in any statutory requirements.”*

Letters sent to Mr S before the collections took place also explained that the vehicle had to have a valid MOT or the collection would be aborted.

After the first failed collection, Mr S emailed Novuna explaining that the cancellation occurred because the car was too dirty and the driver lacked sufficient time. He also mentioned the car was missing a fog light lens cover. Although there is some disagreement about the exact reason for the cancellation, it is undisputed that the fog light was broken and the car did not have a valid MOT. In those circumstances, the car could not have been collected. Under the terms of the agreement, it was Mr S’s responsibility to ensure the car had a valid MOT, so I consider it fair for Novuna to charge an aborted collection fee. While Mr S had a maintenance plan that would have covered at least the MOT re-test (and possibly the repair, though Novuna disputes this), it was his responsibility to use that plan and make sure the car was roadworthy before collection.

Mr S booked a new collection date for 9 April 2025, so it was his responsibility to ensure the car had a valid MOT by then. As this did not happen, I consider the aborted collection charge reasonable.

The car was eventually MOT’d on 11 April 2025. Novuna had explained that up to 10 working days’ notice might be needed for bookings, and the new collection was arranged within that timeframe. Although I understand Mr S could not use the car during this period and gained no benefit from it, the delay likely reduced the car’s resale value. In these circumstances, I consider it fair for Novuna to apply hire extension charges under clause 1.4 of the agreement.

While I accept that Mr S did not intend to keep the car beyond the agreed term, I do not find the charges Novuna applied to be unreasonable. Therefore, I am 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 5 January 2026.

Phillip McMahon
Ombudsman