

The complaint

Mr K complains that charges applied by Santander Consumer (UK) PLC (SCF) at the end of a hire agreement for a car were unfair. He would like charges related to the late collection of the car waived. And the amount for damage to the car to be substantially reduced.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- I have seen the agreement Mr K signed which makes it clear that at the end of the agreement the car had to be returned in a clean and good condition without any damage beyond British Vehicle Rental and Leasing (BVRLA) guidelines. These are industry standard guidelines. They are accessible to consumers.
- In his view our investigator listed each area of damage SCF charged for and linked this to the relevant BVRLA guideline. I am not going to repeat that detail here again but, having looked at the information provided, I agree with our investigator's view that the damage noted falls outside of BVRLA fair wear and tear guidelines so I can't reasonably ask SCF to waive or reduce this sum.
- Mr K would like the fact that he drove the car for significantly less than the agreed mileage to be considered. Unfortunately, damage to the car is a separate issue. There is no provision in the agreement he signed to offset one against the other
- In terms of the late hire and abort fees these arose as the car was deemed to be too dirty to inspect on the collection day. Mr K disputes this as he says he had the car valeted 4 days previously and hadn't driven it since. We asked Mr K to evidence this, for example via a receipt or confirmation from the company that valeted the car, but he hasn't been able to do so. Given the state of the car I am persuaded that either it wasn't valeted at all or it was valeted very poorly.
- Mr K also said it was raining heavily on the day of collection and he feels that influenced the inspector's decision to abort the inspection. From the photographic evidence provided, it's clear to me it was raining but the car was also very dirty.
- I don't think Mr K's suggestion that the inspector could have waited until he cleaned the car was reasonable. The inspector may not have had time to do this. Also the returns standards which formed part of Mr K's agreement state the exterior had to be sufficiently clean. I don't think Mr K met this standard.
- I think Mr K has to take responsibility for the delayed return and subsequent costs. I s

I can't reasonably ask SCF to waive these fees as they wouldn't have occurred had Mr K ensured the car was in an appropriate state to inspect.

- I appreciate Mr K's point that it was distressing to receive letters demanding settlement whilst his complaint was being investigated by us. However businesses don't have to put accounts on hold whilst claims progress with us.
- Finally, after our investigator issued his view Mr K raised some new issues under the Consumer Duty provisions. I agree with our investigator's comments on this. I think charges applied were appropriate and I have no evidence that the costs were higher than what could reasonably be expected.
- Mr K's main point here seems to be that he feels it's unfair he incurred significant costs based solely on the inspector's decision the car was too dirty to inspect. However, I have already found it wasn't unreasonable to abort the inspection and collection due to the state of the car. Mr K wouldn't have incurred any of these costs had he presented the car in a suitable condition to be inspected in line with the returns standards which formed part of the agreement he signed.

My final decision

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 January 2026.

Bridget Makins
Ombudsman