

The complaint

Mr W complains that damage charges Hyundai Capital UK Limited (Hyundai), trading as Hyundai Finance Contract Hire, applied at the end of his hire agreement are excessive. He would like the balance reduced by 50% or a plan set in place to repay £1000.

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 appreciate Mr W's concerns – it's always frustrating for consumers when given unexpectedly large bills as is the case here.
- I have looked at the agreement Mr W signed. That makes it clear under section 5 that Mr W would be responsible for any loss or damage to the car from the date of delivery to the date of return. It also states that it is Mr W's responsibility to ensure the car is appropriately serviced and repaired and that the repairer stamps the car's service book at each service. So I think Mr W would have been aware of his obligations.
- Businesses typically use British Vehicle and Rental Leasing Agreement (BVRLA) Guidelines to assess fair wear and tear. It is our reference point too. Our investigator went through, in detail, all the damage charges Hyundai applied referencing those back to the relevant BVRLA guidelines so I am not going to repeat that again here. I would like however to reassure Mr W that I have seen the inspection report for his car, the damage and visual evidence of that listed in the report and agree with our investigator's view that the charges applied fall within BVRLA guidelines. On that basis I can't see that Hyundai has done anything wrong in applying the charges that it did.
- I have noted that Hyundai agreed to credit Mr W's account with £150 reducing the amount owing to £1938.53. Mr W has told us there was some discussion between himself and Hyundai over a settlement to pay just 50% of the charges to settle the account. I am not clear if that was an offer initiated by Mr W or Hyundai. However Hyundai has no record of this and it isn't mentioned in relevant phone calls I listened to. On that basis I can't reasonably conclude that such an offer was either made or accepted.
- I am pleased to note, however, that even though Hyundai didn't accept an offer we put to it on Mr W's behalf to pay £850 to settle his account, it has agreed to accept monthly payments of £100 to cover the outstanding bill which I think is reasonable.

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 W to accept or reject my decision before 18 December 2025.

Bridget Makins
Ombudsman