

The complaint

Mr T complains that Electrolase Group Ltd ('Electrolase') won't honour their agreement with him and have exposed him to a loss of nearly £12,000.

Mr T wants compensation for his financial loss.

What happened

In January 2025 Mr T placed an order with Electrolase to lease a new vehicle and arrange the hire agreement for this. Electrolase acted as a credit broker and charged a fee for their services.

Due to delays with the vehicle manufacturer Electrolase informed Mr T that the prices on the order form had increased substantially, and they asked if Mr T wanted to proceed with the order. Mr T complained. He expected Electrolase to honour their original representations of the price. Mr T said he wasn't happy to pay 65% more than he'd been quoted.

Electrolase explained that prices were subject to change. They said Mr T didn't have to proceed with the hire agreement, and they'd refund their processing fee if Mr T decided he didn't want to go ahead with his order. Mr T didn't want to proceed so a refund was given.

Mr T referred his complaint to the Financial Ombudsman Service, saying Electrolase's terms were unfair. He said he was unable to explore other deals while being unfairly locked into a contract with Electrolase, and yet they'd been able to increase the vehicle hire price by nearly £12,000.

Our investigator considered the available evidence but didn't think Electrolase had treated Mr T unfairly in these circumstances. Mr T disagreed, and the matter came to me to decide,

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've considered any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I am sorry to disappoint Mr T but I think Electrolase have treated him fairly and I'm not upholding his complaint. I'll explain why, though I broadly agree with our investigator.

I'm satisfied this complaint is within my remit to consider. The agreement Mr T complains about arises out of an order form for a vehicle. Electrolase ordered a vehicle for Mr T as an ancillary action to their credit broking, which is a regulated activity. They only ordered the vehicle because they were arranging a consumer hire agreement for Mr T so the two are intrinsically linked.

I think it's important to say that I can't give a legal determination about breaches of the Consumer Rights Act 2015 or whether the order form contained unfair contract terms. That's the role of the courts.

I don't agree that Mr T was prevented from looking for other deals after signing Electrolease's order form. That's because signing the order form didn't commit Mr T to a consumer hire agreement. The terms and conditions on the order form say:

"The Vehicle Order form is an order for our services as a broker and for securing the vehicle and finance. A separate finance agreement with the finance company will also be issued to you that covers your payments and rights for the vehicle."

I think this makes it clear that the Electrolease's order form was not a consumer hire agreement and was only for their brokering services and placing the vehicle order.

Mr T had a right to cancel his order with Electrolease. The terms say:

"No order which has been accepted may be cancelled by The Customer except with the written consent of the Company and subject to the Customer indemnifying the Company in full against all loss (including loss of profit), costs (including the cost of labour and materials), damages, charges and expenses incurred by the Company, our cancellation fee is £249.00 plus VAT."

Mr T says he didn't have a way of cancelling without penalty. I don't agree Mr T was treated unfairly because Electrolease offered to cancel the order and I've seen no evidence that fees were charged. And because Mr T didn't proceed with the consumer hire agreement, Electrolease refunded the full processing fee he'd paid them, which is fair.

Mr T wants Electrolease to honour their agreement with him, so he can hire a vehicle at the original price. Alternatively, he'd like them to pay him nearly £12,000. I don't agree this is fair. I say this because the order form's terms and conditions say a separate agreement would cover Mr T's rights for the vehicle and his payments. The terms also say the offer prices are subject to change at any time. I don't agree this is unfair as Mr T didn't have to proceed with hiring the vehicle.

I think Electrolease have treated Mr T fairly in these circumstances, so I don't uphold his complaint.

My final decision

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 23 February 2026.

Clare Burgess-Cade
Ombudsman