

The complaint

Mr M complains about a charge he was asked to pay by LEASYS UK LTD (Leasys) at the end of a car lease.

What happened

Mr M took receipt of a new car in March 2022. He financed the deal through a Personal Contract Hire agreement with Leasys. The car was returned at the end of the lease in February 2025 and Leasys subsequently sent Mr M a bill for £1,200 as there was no service history present at the time of inspection.

Mr M thought that unfair. He explained to our service that the services had been completed and recorded digitally by the main dealership. He'd sent evidence of that to Leasys two days after the car had been inspected and collected.

Our investigator noted that the car hadn't been sold for some time after Mr M had advised Leasys of the service status. He thought that allowed them enough time to change the auction description to include the correct service status. He suggested that it was unfair for Leasys to make a charge in those circumstances. Leasys eventually agreed but as one service was completed a few months late they said they would reduce the charge to £600 as the delayed service could have an impact on the manufacturer's warranty.

Our investigator didn't think it likely the delayed service would have such a significant impact. He suggested Leasys should remove both service charges but as they disagreed the 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. 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 M acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Leasys agree that they should have accepted Mr M's evidence that the car had been serviced so I won't consider that any further other than to say that I agree.

The manufacturer recommended servicing every 12 months or 10,000 miles, whichever occurred first. The first service was completed three months late in June 2023, when the car had only covered 5,200 miles. Although the delay could justify a late service charge, I consider this unfair given the low mileage and minimal impact on the vehicle's condition or resale value. In my view, some flexibility is reasonable in these circumstances.

It's for those reasons that I agree with our investigator and ask Leasys to waive the missing service charges.

My final decision

For the reasons I've given above, I uphold this complaint and tell LEASYS UK LTD to waive the missing service charge of £1,200. If the charge has been paid by Mr M it should be refunded with 8% simple interest per year from the date of payment until the date of settlement as Mr M will have been deprived of the money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 December 2025.

Phillip McMahon
Ombudsman