

The complaint

Mr H complains about end of contract charges when his agreement with Lex Autolease Ltd ended.

What happened

In October 2022 Mr H was supplied with a van and entered into a contract hire agreement with Lex. The agreement was initially for a term of 48 months with a maximum annual mileage of 15,000 miles. The monthly rental cost was £449.69.

Mr H extended the agreement in May 2024 to a term of 60 months. The monthly rental cost was amended to £232.80.

When the agreement ended the van was inspected. Lex sent an invoice to Mr H for damage charges.

Mr H disputed the charges. He specifically disputed the charge in relation to damage to the carpet in the drivers footwell, which he said he considered to be fair wear and tear given the age and mileage of the vehicle.

Lex didn't uphold the complaint. It said all the charges were correct as the damage went beyond fair wear and tear.

Mr H remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said the charges were fair.

Mr H didn't agree. He said the charge for the floor covering was unfair as he had no control over where his feet went when driving. Mr H said he'd replaced the floor covering with a model specific floor covering and that it was Lex's choice to remove this revealing a hole caused by work boots. Mr H said he wasn't disputing the other charges for damage, just the charges for floor covering. He said if Lex removed the charge for the floor covering he would pay the other charges.

Because Mr H didn't agree I've been asked to review the complaint.

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 know it will disappoint Mr H but I agree with the investigator's opinion. I'll explain why.

Mr H has said that he only disputes the charge for the floor covering, and not the other charges. So for the purposes of this final decision, I'll only be looking at the charges for the floor covering.

The terms and conditions of the hire agreement say that Mr H must return the vehicle in

good condition and that he is responsible for damage which goes beyond fair wear and tear.

The BVLRA guidelines are accepted as an industry standard in determining whether damage exceeds fair wear and tear. I've had regard to these guidelines.

I've reviewed the inspection report and the photos. The photo clearly shows that the carpet in the drivers footwell is torn. The BVLRA guidelines state that "carpets should not have holes" and that "torn or split floor coverings and damaged surrounding trim panels are not acceptable".

Based on the photos and the guidelines, I'm satisfied that the damage to the carpet goes beyond acceptable wear and tear and is therefore chargeable.

I appreciate that Mr H feels very strongly about this. He's said that the rubber matting in the drivers footwell started to wear in the first year of use due to it being of poor quality and that because of this he purchased a new rubber mat designed to cover up and protect the floor but the area where his right foot rested when driving still continued to wear. Mr H says that this is a known issue with vans used in the building industry. He says he doesn't understand why the protective mat he purchased was removed when the car was inspected thereby exposing the hole.

I make no criticism of Mr H for trying to protect the area with his own mat. However, the photos clearly show damage to the floor covering so it appears that Mr H's mat wasn't entirely effective at protecting the floor. I'm unable to say that the original floor covering was defective or of poor quality as Mr H asserts because there's no evidence to support this.

Taking everything into account I'm satisfied that the damage goes beyond fair wear and tear and is therefore chargeable. I'm unable to ask Lex to remove the charges for the floor covering.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 January 2026.

Emma Davy
Ombudsman