

## **The complaint**

Mr W complains about charges he was asked to pay by INMOTION VENTURES 3 LIMITED trading as Pivotal.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr W took receipt of a new car in May 2024 and entered into a hire agreement with Pivotal. He returned the car in April 2025 and it was inspected. Pivotal subsequently sent him an invoice to cover damage to the car that they said was beyond fair wear and tear.

Mr W disputed the charges with Pivotal and eventually escalated his complaint to this service where our investigator provided their opinion. They thought the charges had been fairly made but Mr W continued to disagree, and he asked for a final decision by an ombudsman.

## **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.

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 W acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

The hire agreement contained a clause that held Mr W responsible for the costs Pivotal incurred rectifying damage to the car that was beyond normal wear and tear.

The industry guidelines for what is considered fair wear and tear when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA).

I've reviewed the damage identified in the photographs completed during the return inspection and considered that against the BVRLA guidance. I'm persuaded, as our investigator was, that all of the damage that remains has been fairly charged. As follows:

### **Damage to three alloy wheels**

The BVRLA guidelines say:

*“Scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels are acceptable. Any damage to the wheel spokes, wheel fascia, or hub of the alloy wheel is not acceptable. There should be no rust or corrosion on the alloy wheels.”*

All wheels show scuffing in excess of 50mm and a charge has been fairly applied.

### **The four tyres**

The BVRLA guidelines say:

*“There must be no damage to sidewalls or tread, or any cracking”*

There is damage to the sidewalls and/or tread on each tyre, and a charge has been fairly applied.

### **Bumpers**

The BVRLA guidance say:

*“Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out. A maximum of four scratches on one panel is acceptable.”*

The damage is in excess of 25mm and in some cases the primer/bare metal is visible. A charge was reasonable.

### **Two doors**

Both doors have scratches that are in excess of 25mm. I think the charges were reasonable in those circumstances.

### **Near side rear wing**

There are in excess of four scratches on the panel and a charge was therefore reasonable.

### **Left-hand front seat, right-hand rear door cladding and right-hand front door casing**

The BVRLA guidance say:

*“The interior upholstery and trim must be clean and odourless with no burns, scratches, tears, dents or staining.” And “Torn or split floor coverings and damaged surrounding trim panels are not acceptable.”*

The seat and the rear door cladding are scratched, and the door casing has a dent. I think the charge was merited.

Mr W recorded a short video of the car before it was collected, but the footage doesn't show enough detail to confirm whether the damage was absent at that time. Although Mr W had the car for less than a year, it was in his possession far longer than it was with the inspector or auctioneer. On balance, I believe the damage was most likely present when the car was collected.

Mr W says he didn't sign a damage report. However, the photographs clearly show the damage, and given my view that it was present at collection, the lack of a signature doesn't remove his responsibility under the agreement to return the car in good condition. While it's preferable for a consumer to attend the inspection, the BVRLA guidelines don't require this. Therefore, I can't say that carrying out the inspection at an off-site facility was unreasonable.

I'm not asking Pivotal to revisit the charges and I don't think they've done anything wrong here.

### **My final decision**

For the reasons I've given above, 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 5 February 2026.

Phillip McMahon  
**Ombudsman**