

## **The complaint**

Mr F is unhappy that Arval UK Limited failed to provide him with the V5C document for a car that had been supplied to him under a hire agreement.

## **What happened**

In March 2025, Mr F was supplied with a used car through a hire agreement with Arval. He paid an initial rental of £1,906.63 and the agreement was for a minimum hire term of 36 months; with monthly rental payments of £211.85. The agreement also included a Maintenance Charge, for which Mr F paid an initial payment of £251.53, and monthly payments of £27.95, taking the total monthly payments to £239.80.

The car supplied to Mr F had been registered on 13 January 2023, so the first MOT test wasn't due until January 2026. As Mr F was hiring the car, and Arval remained the legal owner, they didn't supply him with the V5C document at the outset of the agreement.

Mr F contacted Arval on 19 June 2025, asking for the V5C reference number, as he was starting a new job and needed to download the current MOT certificate for the car. He explained that not having a valid MOT certificate could jeopardise him being able to start in the job.

Arval say they verbally provided Mr F with the V5C reference on 20 June 2025, and they responded to a complaint he'd made on 23 June 2025, providing the V5C reference in writing. They also confirmed that the first MOT on the car wasn't due until 12 January 2026, so no MOT certificates were available. Arval acknowledged that the service they provided on the calls with Mr F wasn't of the standard they'd expect, and they offered him £25 compensation for this. This was followed up by an email on 27 June 2025, confirming the same information and offer.

Mr F didn't accept the compensation offer and he brought the matter to the Financial Ombudsman Service for investigation.

Our investigator also explained that the car didn't require an MOT as it was less than three years old, and that Arval had provided Mr F with the requested V5C reference. So, they thought Arval had acted reasonably.

The investigator also said that Arval had attempted to call Mr F back, when he'd requested this, and they'd asked him what support he needed when he disclosed his mental health issues. So, the investigator thought Arval had communicated clearly, acted in a timely manner, and didn't need to do anything more.

Mr F didn't agree with the investigator's opinion, explaining in detail why he was unhappy with how the investigation had been carried out, and that he didn't accept the outcome reached. As Mr F didn't agree, this matter has been passed 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr F was supplied with a car under a hire agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

Before I explain why I've reached my decision, I think it's extremely important for me to set out exactly what I've been able to consider here. I've seen that Mr F has been unhappy about how the investigation has been handled, especially around how his mental health issues have been recorded, and about a Data Subject Access Request. While I don't want to detract from Mr F's experience when raising this complaint, my decision is about the service he received from Arval, and not the service he received from the Financial Ombudsman Service. As such, I won't be considering the service Mr F has received from us as part of my decision.

I've also seen there is a large volume of correspondence between Mr F and Arval, most of which is dated after Arval's final complaint response, and which relates in part to how Arval dealt with his complaint. Complaint handling is an unregulated activity and so, falls outside of our service's jurisdiction to consider. So, the way Arval handled Mr F's complaint also hasn't been considered as part of my decision.

It's not disputed that, when Mr F was supplied with the car, he wasn't provided with the V5C document. Arval have explained this was because it was a hire agreement, they remained the legal owner of the car, so the V5C was issued in their name. I'm satisfied this was reasonable, and that Mr F would've been aware that he hadn't been provided with the V5C at the point of supply.

Mr F needed the V5C reference, so he could obtain a copy of the MOT certificate for his new employers. And he asked Arval for this on Thursday 19 June 2025. Even though an MOT wasn't needed at this stage, I still think this was a reasonable request from Mr F – without the V5C to show when the car was first registered, Mr F wouldn't have been able to evidence to his new employers that no MOT was required.

Arval have said they verbally advised Mr F of the V5C reference in a call that took place on Friday 20 June 2025. Mr F says this didn't happen. As Arval haven't been able to provide a copy of the call recording, I'm unable to say for sure what was said. However, I have seen that Arval emailed this information to Mr F on Monday 23 June 2025 – two working days after he made the request. Given this, regardless of what was or wasn't said on the call of 20 June 2025, I don't think the time it took Arval to provide Mr F with the information he requested was so unreasonable that it represents poor service.

Mr F has also said that Arval discriminated against him, failing to comply with the Equality Act 2010. The Equality Act requires service providers to make reasonable adjustments to prevent consumers being placed at a substantial disadvantage due to any protected

characteristics. And I've seen that Arval asked Mr F what support he needed, so they could make these adjustments. However, I haven't seen anything to show me that Mr F has asked for any specific support or adjustments.

I also haven't seen anything to show me that Arval taking from 19 to 23 June 2025 to confirm the V5C reference in writing (regardless of whether this may have been verbally confirmed) was a longer period than they would otherwise have done for a customer who didn't have the same needs as Mr F. Therefore, I can't agree that this was due to discrimination.

So, and while I appreciate that this will come as a disappointment to Mr F, I don't think Arval have done anything wrong, and I won't be asking them to do anything more. However, if Mr F should change his mind on this matter, I would expect them to pay him the £25 compensation they'd offered, and he'd refused, in relation to the service failures when dealing with his complaint.

### **My final decision**

For the reasons explained, I don't uphold Mr F's complaint about Arval UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 18 March 2026.

Andrew Burford  
**Ombudsman**