

The complaint

Mr O complains about charges Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions (who I'll call Novuna) asked him to pay when he returned a car he had been financing through an agreement with them.

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.

When Mr O returned a car he had been hiring through a hire agreement with Novuna they sent him an invoice to cover refurbishment of damage to the car that they said was beyond fair wear and tear. Mr O was unhappy with the charges and when Novuna reviewed them they removed the charges relating to the parcel shelf and tailgate and provided a discount of £150. But as Mr O remained dissatisfied, he referred his complaint to this service.

Our investigator considered the images in the inspection report but thought all of the damage that remained was beyond what could be considered fair wear and tear and was chargeable.

Mr O didn't agree 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 O acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

The terms of the finance agreement held Mr O responsible for keeping the car in good condition. He would be responsible for any damage if the car wasn't returned in the correct condition.

Novuna have explained that they reduced the charges (before they were invoiced) by 13% in recognition of the age of the car when it was inspected and that seems fair.

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 considered the inspection photographs taken when the car was collected against that standard.

Alloy wheels

The BVRLA guidance says:

"Scuffs up to 50mm on the total circumference of the wheel rim ... are acceptable" and "Any damage to the wheel spokes, wheel fascia, or hub of the wheel/alloy is not acceptable".

The inspection photographs show extensive corrosion on the front right, front left and rear right alloys. There's more limited corrosion to the rear left alloy but it's still in excess of 50mm. The BVRLA guidance doesn't explicitly refer to corrosion, but I'm persuaded some refurbishment would be necessary to return the car to a good condition and I think the amount charged for each wheel is reasonable.

Rear left and front left doors, quarter panels

"Dents of 15mm or less in diameter are acceptable provided the base metal or material is not exposed or rusted."

It's standard practice for inspectors to use zebra boards. I find nothing wrong with that practice as it allows the inspector to evidence damage that would otherwise be difficult to make out in an image. Both doors have dents that are in excess of 15mm and the dents on the quarter panels are through the swage lines. I think the charges are merited and the amounts charged are reasonable.

Rear bumper

The BVRLA guidance says:

"Scratches and abrasions of 25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out."

There's, to my mind, a scratch and not a scuff that's more than 25mm in length and shows primer. I think a charge was merited and the amount charged was reasonable.

Bonnet and front left wing paint contamination

The BVRLA guidance says:

"Obvious evidence of poor repair, such as flaking paint, preparation marks, paint contamination ...is not acceptable."

The bonnet is discoloured, and there are contamination marks shown in the photograph of the wing. Charges are therefore merited and reasonable.

Overall, I therefore satisfied that the damage that remains has been fairly charged. There was no contractual requirement for Novuna to make a reduction in charges if the car was returned, as was the case here, having completed a lower mileage than it was contracted to. Ultimately, I'm not asking Novuna to take any further action.

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 O to accept or reject my decision before 14 January 2026.

Phillip McMahon
Ombudsman