

The complaint

Mrs Q complains that LeasePlan UK Limited trading as Ayvens, repeated a mistake and made payments to her that weren't due.

What happened

Mrs Q took receipt of a car in January 2021 and financed the deal through a hire agreement with Ayvens. At the end of the agreement Mrs Q was charged for damage to the car and for a missing key but Ayvens subsequently waived those charges. Mrs Q also received charges for three monthly rentals despite the agreement having ended and Ayvens agreed to waive those charges too. Unfortunately, Ayvens paid those three monthly rentals to Mrs Q's account and when they subsequently asked for them to be repaid Mrs Q complained and wanted to keep them in respect of the error that had been made.

Ayvens declined Mrs Q's request to keep the mistakenly paid money. However, they acknowledged the inconvenience caused by their error and offered £150 as compensation for the distress and inconvenience it created. Mrs Q was dissatisfied with this outcome and referred her complaint to our service. After reviewing the case, our investigator concluded that Ayvens was entitled to recover the funds that were incorrectly credited and that the £150 compensation was reasonable given the circumstances.

Mrs Q didn't agree, and she asked for a 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.

Mrs Q acquired her car under a regulated consumer credit agreement. This means our service is able to consider complaints about it. Ayvens made mistakes here and there's no dispute that they issued three invoices in error and compounded the issue by duplicating the credit. Mrs Q wasn't entitled to those sums and retaining them would place her in a better position than if the error hadn't occurred. So I don't think Ayvens have been unreasonable to request repayment and I don't think it would be fair for them to allow Mrs Q to keep the money.

I can understand that there have been repeated errors here and I think that is relevant to the amount of compensation due. Ayvens have offered £150 which I think fairly reflects the impact on Mrs Q who has explained that she has spent the money.

In the circumstances, I'm satisfied that Ayvens has done enough. It's fair for it to seek to recover the mistaken payment. My role isn't to penalise Ayvens for operational failings by awarding Mrs Q a windfall, but to put Mrs Q back in the position she would have been in had the mistake not happened.

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 Mrs Q to accept or reject my decision before 12 February 2026.

Phillip McMahon
Ombudsman