

## **The complaint**

Mr B complains about charges FCE Bank Plc trading as Ford Credit (who I'll call FCE) asked him to pay when his finance agreement ended.

## **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 B took receipt of a new car in March 2023. He financed the deal through a hire purchase agreement with FCE. He returned the car in June 2025, and it was inspected before it was collected. FCA subsequently sent him a bill for £270 to cover damage identified to three alloy wheels, scuffed bumpers, a dented C post and some excess mileage.

Mr B disputed the damage charges as he said he was advised by the inspector that damage wasn't significant enough to incur charges and that the car was going straight to auction.

When FCE didn't uphold his complaint Mr B referred it to this service. Our investigator reviewed the damage but didn't think FCE had done anything wrong. Mr B disagreed 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, 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 B 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 Mr B had with FCE included a clause about the need to return the car in good condition. If the car wasn't returned in a good condition FCE could ask him to pay for repairs.

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 inspector's photographs and considered that against the BVRLA guidance. I'm persuaded, as our investigator was, that all of the damage has been fairly charged.

The BVRLA guidance I've applied when reviewing those photographs is as follows:

*"Dents of 15mm or less in diameter are acceptable provided there are no more than two per panel and the paint surface is not broken."*

*"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."*

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

Mr B says the inspector told him he wouldn't be charged. I've not seen any evidence to corroborate that testimony, but even if I had I don't think it would change matters. The damage has been clearly evidenced, and the contract allows FCE to levy a charge in those circumstances. While Mr B was allowed to repair the car before it was returned, there was no obligation to allow him to do so after the collection/inspection and even if FCE had allowed that there would be costs to repair the car, costs to rearrange the collection and costs for the extended hire that Mr B would be obliged to pay.

Mr B has also explained that he was told the car was going directly to auction. The BVRLA guidance explains that charges can still be applied at the end of the lease in cases where the leasing company decides for commercial reasons not to repair the car before the vehicle is sold. And as the charges are meant to compensate the business for loss of resale value due to damage that's beyond reasonable wear and tear, I can't say FCE have been unreasonable to make them even if the car wasn't repaired.

### **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 B to accept or reject my decision before 23 March 2026.

Phillip McMahon  
**Ombudsman**