

## **The complaint**

Mrs F complains about charges she was asked to pay by Mitsubishi HC Capital UK PLC, trading as Novuna Vehicle Solutions (Novuna) when she returned a car she had been hiring through a finance 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.

Mrs F took receipt of a new car in June 2021. She financed the deal through a hire agreement with Novuna.

When the car was returned and inspected in October 2025, Novuna identified some damage that they said was outside of fair wear and tear. The original bill was for £904.80 but Novuna agreed to reduce that to £754.80 as a gesture of goodwill.

Mrs F agreed that some of the damage was chargeable, but she didn't agree that it was fair for Novuna to charge her for poor paint repairs to the front bumper (£152.25), both quarter panels (2 x £121.80) and the rear bumper (£152.25). She said the car had never had any paint repairs whilst in her possession and the damage must have been present when the car was supplied to her. She said it wasn't reasonable for Novuna to expect her to have noticed that.

Mrs F referred her complaint to this service and Novuna subsequently agreed to remove the charge for the paint damage on the front bumper. Our investigator thought the remaining charges had been fairly made.

As Mrs F continued to dispute the charges, her complaint has been referred to me, an ombudsman, to make a final decision.

## **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.

Mrs F acquired her car under a regulated consumer credit agreement. This means our

service is able to consider complaints about it.

I've carefully considered Mrs F's arguments that the poor paint finish must have been present in the vehicle when supplied and that, had she been given access to the inspection app at that stage, she would have identified it. However, I think that's unlikely. New vehicles, such as this, are ordinarily supplied in good cosmetic condition, and if several panels had already exceeded the BVRLA standard at the outset, I would reasonably expect that to have been apparent and raised at the time. I have seen no evidence of any such report or complaint. The passage of time during the agreement makes it more probable that the finish identified at return arose or deteriorated during Mrs F's period of use. While I accept Mrs F is not a paint specialist, the obligation under the agreement is an objective one relating to condition on return. On balance, I am more persuaded by the contemporaneous inspection evidence than by Mrs F's retrospective accounts, and I therefore consider Novuna acted fairly in applying the charges that remain.

I do, however, find the reductions that Novuna have offered before and after the complaint was referred to this service to be reasonable. They should still apply those deductions to the final bill.

### **My final decision**

For the reasons I've given above, I uphold this complaint in part and tell Mitsubishi HC Capital UK PLC to apply the deductions they have already agreed to provide, to the balance due on the agreement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 19 March 2026.

Phillip McMahon  
**Ombudsman**