

The complaint

Mr F complains about charges and information provided about a vehicle he acquired through a hire agreement financed by Lex Autolease Limited (Lex).

What happened

Mr F acquired a new car through a hire agreement financed by Lex in December 2022.

Mr F complained to Lex in March 2025 because he'd been charged for an increase in Road Fund Licence (RFL). Mr F said he'd been told this was included in his monthly payments.

Lex sent Mr F their final response to his complaint in March 2025. They said the agreement allowed them to pass on an increase in RFL, and so the charge was fair. They didn't uphold Mr F's complaint.

Mr F complained to Lex in July 2025 because he'd tried to use free charging miles supplied at the start of the agreement and found they'd expired. Mr F said he wasn't told there was an expiry date to use the miles.

Lex sent Mr F their final response to his complaint in September 2025. They said they didn't provide the free miles, and so Mr F would need to raise this with the manufacturer. They didn't uphold Mr F's complaint.

Unhappy with Lex's responses, Mr F brought his complaint to this service for investigation in October 2025. Lex initially said the complaint about RFL had been brought to this service too late but later agreed that Mr F's complaints could be considered in full.

Our investigator gave their view that the free charging miles didn't form part of the contract between Mr F and Lex, and so they didn't think Lex were responsible for information provided about them. They said the agreement allowed Lex to charge for an increase in the RFL, and so they thought this charge was fair. They didn't ask Lex to do anything more.

Mr F didn't agree. He said the agreement should be clear and not in small print. Mr F said he didn't read the agreement, and no one reads the small print in a contract.

As an agreement can't be reached, the case has been passed to me for a 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.

Mr F entered a regulated consumer credit agreement with Lex, and so we're able to consider his complaint. Lex has consented to Mr F's complaint being considered in full, and so I've considered both complaints and final responses that have been issued.

Mr F has noted concerns about the broker of the agreement. They are separate to Lex and not acting in a capacity that would allow me to consider Lex responsible for their actions. And so, Mr F may wish to complain to them directly if he hasn't already done so.

There are two aspects to Mr F's complaint, and so I've considered them separately.

Road fund licence (RFL)

Mr F is unhappy that he's been charged for an increase in the RFL, as he understood that this was included in his monthly payments.

Mr F has said that he didn't read the agreement prior to signing it, but I must consider that the agreement sets out the terms of the hire between Mr F and Lex, and that he has signed it and agreed to be bound by its terms. I recognise that the first page of the agreement sets out that Mr F should ensure that he reads all documentation in relation to the agreement, and I can't hold Lex responsible for his failure to do so.

Turning to the agreement, on page two it states:

"Other charges under this agreement: - If there is a change in the cost of the vehicle excise duty or any other relevant or alternative tax on the Vehicle or its use, we will charge you the increase or refund you the decrease for the relevant year. Further charges/refunds may apply in later years. See clause 2(e)."

Clause 2(e) states:

"2 your payments and what they cover

e) We will pay the cost of the annual vehicle excise duty required by law for the Vehicle. The estimated cost of this duty for each year of the Minimum Period is included in your Rentals. If:

- (i) the duty for the Vehicle increases above what it is at the hiring start date,*
- or*
- (ii) the actual duty for the Vehicle is greater than the amount of duty estimated by us at the time the Vehicle was ordered by you from us, or*
- (iii) any other tax is imposed that results in the duty being more than is due at the hiring start date, you must reimburse us the difference on demand. But, if the cost of the duty or tax decreases, we will pay you the amount of the decrease for the relevant year. Further charges/refunds may apply in later years"*

I don't agree that this information was included in small print. It's set out prominently on page two of the agreement, with instruction on where additional information can be found in the terms and conditions.

So, I'm satisfied that the agreement clearly sets out that Mr F will be charged for any increase in vehicle tax, and that Lex have applied this charge fairly.

Free miles

Mr F has complained that free miles that were included when he acquired the car have expired, and he can no longer use them. These miles were not provided by Lex, nor do they form part of the agreement between Mr F and Lex, and so I'm satisfied that Lex aren't responsible for any information provided in respect of the free charging miles.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 10 April 2026.

Zoe Merriman
Ombudsman