

The complaint

Miss B complains about charges RCI Financial Services Limited trading as Nissan Financial Services (who I'll call NFS) asked her to pay after she returned a car she 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.

Miss B took receipt of a new car in August 2023. She financed the deal through a hire agreement with NFS. She returned the car in August 2025 and was surprised to subsequently receive a bill from NFS for damage that they said was beyond normal wear and tear.

When Miss B complained to NFS they agreed to remove the charge they'd levied for damage to the C-Post (£132). They said the balance that remained of £117.55 was in relation to damage that was clearly in excess of the British Vehicle rental and Leasing Association (BVRLA) guidance and was still chargeable.

Our investigator agreed that the charges that remained had been evidenced to be beyond that guidance and had been fairly made. He noted the date on the inspection report was wrong and that Miss B had explained she'd been asked to wait inside while the investigator completed his assessment, but he still didn't think the charges were unfair.

Miss B disagreed. She said the incorrect date and time on the report brought into question the integrity of the evidence; that it had been unfair for the inspector to ask her to remain inside during the inspection; that the inspector had been unfair to separate the action of the inspector from those of NFS as they were working on NFS's behalf; that there'd been a delay in providing the inspection report that had meant she was unable to take steps to challenge the inspector's findings and that NFS should have taken into account the fact the car was returned having completed a lower mileage than was contractually permitted. Miss B 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.

The terms of the finance agreement Miss B had with NFS contained a clause about the need to return the car in good condition with penalties for excessive wear, damage or missing parts so that NFS were not disadvantaged by any loss in resale value.

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 that remains has been fairly charged as the photographs show the damage is in excess of the guidance.

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."

I'm not troubled that the date on the report is incorrect. There is no dispute that an inspection of the car took place, the existence of a full set of photographs supports that an inspection was carried out, rather than the report being created retrospectively, or without proper basis. The photographs show the car at the location which appears to be consistent with where Miss B kept the car. I've not seen any suggestion that this is not Miss B's address, or a place where the vehicle would ordinarily have been located. That provides additional evidence that the inspection relates to the correct vehicle, at the relevant time.

Miss B has also raised concerns about how the inspection was carried out including that she was asked to remain inside while it took place. I don't think that that in itself would make the inspection unfair, or unreliable. It isn't uncommon for inspections to be conducted independently, and what matters is whether the findings are supported by evidence. Here, photographic evidence of the car's condition has been provided.

I recognise the inspector was acting on NFS's behalf, so NFS remains responsible for the inspection. However, that doesn't mean the inspection is flawed simply because a third party carried it out. The key issue is whether the conclusions reached are reasonable and supported by the available evidence, which I am satisfied they are.

Miss B is concerned there was a delay in receiving the inspection report. She's suggested that prevented her from challenging the findings. I've not seen persuasive evidence that the timing of the report caused a material disadvantage. Miss B has been able to raise her concerns and challenge the findings through the complaints process.

Miss B has said NFS should have taken into account that the vehicle was returned with lower mileage than permitted. But mileage and vehicle condition are separate matters under

the agreement. Returning the car with lower mileage doesn't offset or negate liability for damage that falls outside fair wear and tear, and I've not seen anything in the agreement or relevant guidance that would require NFS to reduce or waive damage charges on that basis.

I'm not therefore asking NFS to take any 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 Miss B to accept or reject my decision before 6 May 2026.

Phillip McMahon
Ombudsman