

complaint

Mrs T complains that Network Vehicles Limited wants to charge her for additional damage to her lease car that wasn't recorded in the original inspection report.

background

Mrs T leased a car in April 2011 for four years from Network Vehicles. She returned it in April 2014. The car was inspected and she signed a document confirming the car's condition. Nearly 2 months later she received an invoice for £649.06 for repairs, which included damage to the tailgate that was not in the original report. She also didn't think it was fair that she has also been charged for wear and tear. Mrs T complained and was given £29.73 credit. Mrs T accepts some damage and is willing to pay £250.

Network Vehicles says, in summary, that the first report states the car will be taken for a more detailed inspection; it allows for small scratches and scuffs but not more significant damage. Previous repairs are inspected and charged for if the work is to an unacceptable standard. This was the case here regarding the tailgate.

The adjudicator upheld the complaint in part. He noted that the hire agreement makes no mention of a secondary inspection. The collection report mentions that weather or light may make it impossible to identify all damage on collection. He concluded that the weather and light appeared good from the photographs and it was reasonable to expect all damage to be identified. He did not consider the terms in the collection report were fair, as she could be responsible for damage done during transit. He did not think she should be charged for the tailgate damage as this was not noted at the time the car was inspected. He recommended that Network Vehicles remove the charge for the tailgate.

Mrs T agreed with the adjudicator's findings.

In response, Network Vehicles said in summary, damage was noted when the car was collected. She should take up the issue of a sub standard repair with the original repairer. Further, she needed to tell them if the car was damaged during the hire term and advise them of the repair costs. She didn't do this.

The adjudicator asked Network Vehicles to comment on why the first report did not detail the tailgate damage. Network Vehicles said in summary that any damage charged is fairly assessed. The collection agent does not have specialist training to identify a poor previous repair and this is identified by trained inspectors. It was Mrs T's responsibility to ensure any previous repair was done correctly. It does not agree with the adjudicator's view.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with the adjudicator.

cosmetic damage

Mrs T confirms that there was some cosmetic damage and she signed the original inspection report confirming this damage. She considers the charges excessive. However, I agree with the adjudicator that she had the opportunity to repair the cosmetic damage before the car was returned. She didn't do this and so once the car went back, under the terms and

conditions, Network Vehicles was entitled to charge her for these repairs provided they were in excess of fair wear and tear. They appear to be, taking into account the extensive guidance. It is likely that costs will be higher than if Mrs T found someone to carry out the work herself. I find that the charges in respect of the cosmetic damage as identified in the first report are not unreasonable and are payable.

damage to the tailgate

The second inspection was carried out once the car was returned. This identified damage to the tailgate. I agree with the adjudicator that it is not fair and reasonable to expect Mrs T to pay for this tailgate work as it was not identified on the original report that Mrs T signed. The collection report does state that every attempt is made to identify damage on collection, but light or other conditions may make this impossible. The original report notes that the weather and light conditions were good and the report is detailed, for example it identifies a scratch on the rear bumper and also some corrosion on the car. Further, the hire agreement (Clause 10) does not mention that a second inspection is required.

I agree with the adjudicator, that it is unfair and unreasonable to imply that by signing the inspection report, the consumer is also agreeing to any other damage found later. The damage could have been done in transit, or at the garage and the consumer has no opportunity to inspect the car or have the work carried out at a lower price. I do not find this is fair.

I note that Network Vehicles says the tailgate was repaired and this was not apparent to the first inspector as this person was not specifically trained. The first inspector identified corrosion and other damage to the car. I do not find it fair and reasonable to require Mrs T to pay for further work to the tailgate. If it was an issue it should have been identified at the time of the original inspection. As stated above, Network Vehicle's terms and conditions of hire make no reference to a second inspection, or that only specially trained inspectors can identify specific problems. I find, it is not fair to rely on a second inspection unless weather or light made the original inspection inaccurate. This was not the case here.

I therefore uphold this complaint in part and require Network Vehicles Limited to remove charges incurred in respect of the tailgate damage.

my final decision

My final decision is that I uphold this complaint in part and require Network Vehicles Limited to;

- Remove the charge incurred for the tailgate damage.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 29 December 2015.

Clare Hockney
ombudsman