

## **complaint**

Mr M complains that after he surrendered his car to LeasePlan UK Limited, some of his personal belongings were destroyed. He wants the goods returned or compensation.

## **background**

Mr M ended his hire agreement and surrendered the vehicle. He left some personal belongings in the vehicle, and says he didn't know when it was being collected so he didn't have the chance to remove them. Apart from his satnav the other items were destroyed. He wants compensation.

LeasePlan says he was aware that under its terms and conditions he needed to make sure no personal possessions were left in the vehicle at the time of collection. It is not prepared to pay compensation.

The adjudicator did not uphold the complaint, in summary; he said that the terms and conditions made it clear that no personal possessions should be left in the vehicle on collection. On 22 January 2015, Mr M sent an e-mail to LeasePlan asking it to collect the vehicle immediately. So at this point, he should have known he needed to remove all personal possessions. He didn't do this. Further, the adjudicator considered the transcripts between Mr M and LeasePlan. In the transcripts Mr M explained he had left a satnav and charger in the car, and the advisor offered to put him through to the auctioneer. He didn't want to do this and only chased LeasePlan for the items nearly three months later, by which time they had been destroyed. For these reasons it was not fair and reasonable to award compensation as LeasePlan was not responsible for the lost items.

Mr M was unhappy with this response and said in summary, he was not given a date when the vehicle was being collected so that is why he hadn't taken his out his things. The vehicle was collected without notice on 3 February 2015. He also disputes the transcript of his call to LeasePlan and says this is not what happened and it didn't offer to put him through to the auctioneer. He also chased LeasePlan for his personal possessions in February and April 2015. He wants compensation.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Under LeasePlan's terms and conditions of business, paragraph 10.5 does state that no personal possessions should be left in the vehicle on collection. Although LeasePlan did not notify Mr M when it was collecting the vehicle, Mr M did tell it to collect the vehicle immediately by e-mail on 22 January 2015. As Mr M asked LeasePlan to collect it straight away, it was not unreasonable for LeasePlan to assume Mr M would have removed all personal possessions on this date.

I note that Mr M disputes what was said in the transcript. He says LeasePlan never offered to put him through to the auctioneer. On balance, I do not find that LeasePlan would have made up a transcript of a telephone call. But in any event nothing turns on this piece of

evidence, as I have found that Mr M should have removed his possessions as soon as he asked LeasePlan to repossess and collect the vehicle. I also note that Mr M did contact LeasePlan in February and April 2015 as well as in May, to ask for the return of his goods. Notwithstanding this, by this stage it was too late to recover the goods. Mr M should have removed them in January 2015, when he asked LeasePlan to collect his vehicle immediately.

I can appreciate it must be frustrating for Mr M not to be given a date when the vehicle was being collected and to then find personal possessions have been destroyed. But this is not LeasePlan's fault and so I find no compensation is due.

### **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 November 2015.

Clare Hockney  
**ombudsman**