

The complaint

Mrs R complains about end of hire charges applied by Santander Consumer (UK) Plc Trading as Mazda Financial Services Contract Hire (Mazda). She would like charges for replacement posts and a tyre to be waived.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- Mazda, in line with most businesses, uses British Vehicle Rental and Leasing Association (BVRLA) standards when assessing vehicle damage outside of fair wear and tear at the end of contract hire. Mrs R has already put in a complaint direct to BVRLA about charges Mazda applied. I have seen this report and it specifically covers the issues Mrs R is still unhappy with - a charge for a replacement tyre when the tyre passed its MOT, and a charge for replacement posts. Where businesses use the BVRLA guidelines for damage charges, and where the BVRLA has given a detailed response and confirmed the charges are within its guidelines it wouldn't be appropriate for me to look at this again. If I were to do so I would be referring back to BVRLA guidelines so would reach the same conclusions BVRLA did.
- I appreciate Mrs R is also unhappy at the amount charged. The contract Mrs R signed made it clear she would be liable for any damage over and above fair wear and tear. The contract doesn't specify what these amounts would be. I don't find that unreasonable since charges will depend on the specific cost at the time charges are applied and it would be impossible to predict this. Mazda has told us its charges are in line with industry standard and don't include labour or VAT. Mrs R could, of course, have chosen to make good any defects prior to returning the car at the end of the contract period. This may or may not have been cheaper than the charges she incurred. However, it's not for us to tell businesses what amount to charge for damage or replacement items.

My final decision

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 15 February 2024.

Bridget Makins

Ombudsman