

The complaint

Mr A complains about a decision taken by Lex Autolease (“Lex”) to seek from him the sum of £234.84 following his car hire agreement with it coming to an end.

What happened

On 26 October 2018 Mr A entered into a 48 month car hire agreement with Lex.

Collection of the car was initially scheduled for 28 October 2022.

Mr A says Lex’s collection agent called him on the eve of 27 October. And after he confirmed to it the car had no MOT test certificate it told him *“not to worry as [it] would inform Lex, and [it] may send a flatbed”*.

Mr A was able to obtain an MOT test certificate for the car on the morning of 28 October.

Mr A says he called Lex around lunchtime on 28 October to say the car now had a valid MOT test certificate and could be collected, but Lex advised him that collection (on 28 October 2002) wasn’t possible. A new collection date of 4 November was arranged.

On 31 October Lex invoiced Mr A £128.04 for the cancelled 28 October collection.

On 4 November 2022 the car was collected from Mr A.

On 4 November 2022 Lex invoiced Mr A £106.80 for additional car hire rentals.

On 7 February 2023 Mr A complained to Lex about its decision to seek from him the sum of £234.84 (£128.04 plus £106.80).

On 13 February Lex issued Mr A with a final response letter (“FRL”). Under cover of this FRL Lex said that it was satisfied that the sum of £234.84 was payable.

On 22 March, and unhappy with Lex’s FRL, Mr A complained to our service.

Mr A’s complaint was considered by one of our investigators who came to the view that Lex had done nothing wrong in seeking from him the sum of £234.84.

Mr A didn’t agree with the investigator’s view so his complaint has been passed to me for review and 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 can confirm that I’ve come to the same conclusions as the investigator and for the same reasons. There is also very little I can usefully add to what has already been said.

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.

I would also add that where the information I've got is incomplete, unclear, or contradictory, I've to base my decision on the balance of probabilities.

It's not clear when Lex took the decision to cancel collection of the car scheduled for 28 October. But Mr A accepts that it was his responsibility to ensure that on 28 October his car had an MOT test certificate and that he didn't obtain an MOT test certificate until the morning of 28 October.

So with this in mind and given that collection could have taken place any time on 28 October (including before Mr A was able to secure an MOT test certificate) I'm satisfied that Lex was entitled to cancel collection of the car scheduled for 28 October, entitled to schedule a new collection date of 4 November and entitled to invoice Mr A the two sums totalling £234.84.

Mr A says Lex's collection agent called him on the eve of 27 October. And after he confirmed to it the car had no MOT test certificate it told him *"not to worry as [it] would inform Lex, and [it] may send a flatbed"*.

Now I accept I can't say for certain what was discussed on the eve of 27 October between Mr A and Lex's collection agent. But even if I was to accept Mr A was told what he says he was told, I'm not persuaded this bound Lex to honour collection of the car on 28 October or prevented it from cancelling that scheduled collection.

Mr A says that he called Lex around lunchtime on 28 October to say the car now had a valid MOT test certificate and could be collected. But regardless of what might or might not have been showing on the DVLA's website at this point in time, I'm satisfied that Lex was under no obligation, either contractually or on the grounds of reasonableness and fairness, to collect the car on this date because it didn't have an MOT test certificate first thing on 28 October.

I note that in response to the investigator's view Mr A says he is entitled to a refund of the cost of his MOT test under his service package. But if this is the case then this is for Mr A to claim for and I see no good reason to direct Lex to offset this possible refundable sum against the sum of £234.84 it's seeking the recovery of.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 November 2023.

Peter Cook
Ombudsman