

The complaint

Mr W complains that LeasePlan UK Limited have applied unfair charges at the end of his hire agreement.

What happened

Mr W entered into a hire agreement with LeasePlan in April 2019. The agreement had a minimum term of 36 months and following an advance rental payment required monthly repayments of around £479.

Mr W returned the car and an inspection was carried out in March 2023. He says he was unfairly charged for damage that was within the wear and tear guidelines. He also said the charges being applied didn't make sense and LeasePlan's response to his queries were curt, unclear and unconvincing.

LeasePlan said that the charges had been applied in line with the hire agreement terms. It said the difference in repair costs for the two scratches was due to the repair to the bumper being to touch in the scratch and then repolish whereas the right hand rear quarter panel needed to be repainted.

Our investigator didn't uphold this complaint. She was satisfied that the damage fell outside of the wear and tear guidelines and that the agreement set out that damage outside wear and tear would be charged for. She noted Mr W's comment about mechanical polishing but said he hadn't provided evidence from an approved repairer that this would be suitable.

Mr W didn't agree with our investigator's view. He said he wanted the car returned so he could prove it could be repaired by mechanical polishing and noted that the collecting agent didn't say that the damage fell outside of wear and tear.

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.

Mr W hired a car through a hire agreement with LeasePlan. The terms of the agreement include that the hirer was responsible for taking reasonable care of the car and making good any damage. The terms include the return conditions setting out that on return a vehicle collection report will be completed and then a detailed inspection report carried out before the car is sold and charges will be applied for any damage that is in excess of fair wear and tear.

Mr W's car was inspected on 23 March 2023. The inspection found scratches on the front bumper and right hand rear quarter panel. Photographs have been provided and the scratches are clearly visible.

Mr W hasn't disputed the damage but says it falls within the fair wear and tear guidelines. LeasePlan has explained that it uses the wear and tear guidelines provided by the British

Vehicle Rental and Leasing Association (BVRLA). In regard to scratches the guidelines say that scratches of 25mm or less where the primer or bare metal isn't showing are acceptable as long as they can be polished out. Mr W says that the scratches can be polished out.

While I note Mr W's comments, LeasePlan has explained that on the bumper scratch the image shows two colours which is evidence the damage has gone through the top coat. I have looked at the photograph and I find on balance I agree with LeasePlan in regard to this damage. Likewise, having looked at the scratch to the right hand rear quarter panel this also appears to have gone through the paintwork to expose the base coat. Given this, on balance, I do not find I can say that Leaseplan is wrong to apply charges for the scratches as they appear to fall outside of the wear and tear guidelines. LeasePlan has also explained the work that is needed and why the cost for the repairs differs.

Mr W has said he should be allowed to have the car returned so he can prove that the damage can be repaired through mechanical polishing. However, Mr W had the opportunity to carry out any repairs before returning the car. Now the car has been returned I do not find it unreasonable that he is required to pay for the repairs identified.

I understand that this isn't the answer Mr W wants but, in this case, I do not find I can say the charges have been applied unfairly therefore I do not uphold this complaint.

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 W to accept or reject my decision before 27 November 2023.

Jane Archer
Ombudsman