

## **The complaint**

Mr L complains that Lex Autolease Ltd (Lex) unfairly defaulted his account. He would like the default removed.

## **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:-

- Mr L doesn't dispute he owed Lex £257.04 for extra hire days and minor damage. But as he had an MOT carried out for which he was eligible for a refund he wanted that sum deducting off the final balance owing. That doesn't seem unreasonable to me, but it seems Lex' processes don't allow for this and it's not for me to tell Lex what processes to use.
- From the information I have seen it's clear Mr L engaged online with Lex from April 2022 accepting he owed money but wanting the MOT cost deducted from the balance. Lex confirmed in early June 2022 it wasn't possible to do this. Mr L would need to pay the outstanding balance on his account, the MOT cost would be refunded separately. So, by early June Mr L knew he had to pay the outstanding balance on the account but didn't do so.
- Lex has referred to a phone call on 17 May 2022 when it says an adviser told Mr L the MOT couldn't be offset against his outstanding balance. I haven't listened to this phone call so I can't be sure what was said. Lex offered Mr L £49 compensation partly for the delay in responding to an email but also because it felt its adviser could have reiterated the position with regard to the MOT refund in this phone call. So, it's possible L knew this as early as mid-May.
- I have seen a total of 9 letters Lex sent Mr L from March 2022. 4 of these letters were sent after Lex had confirmed online Mr L couldn't offset the MOT cost against the outstanding balance. Mr L says he didn't get these letters. I don't know why that was as they appear to be correctly addressed. These letters all make it clear of the potential implications for Mr L's credit file if he didn't clear the outstanding balance on his account. I think Lex gave Mr L every opportunity to do this.
- I don't accept Mr L's point that he hasn't broken his agreement. I appreciate he did make all the necessary monthly payments to his account. But the agreement he signed allowed for charges for extra use and damage, so Lex were entitled to charge him for these and to take the action it did when he didn't make a payment.

- As I don't think Lex has done anything wrong I can't reasonably ask it to remove the default from his credit file as Mr L would like. It's important that credit files accurately reflect account history . Unfortunately, Mr L chose not to pay off the outstanding balance on his account despite numerous opportunities to do so.

**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 Mr L to accept or reject my decision before 20 October 2023.

Bridget Makins  
**Ombudsman**