

## **The complaint**

Mr C complains that Lex Auto lease Ltd (Lex) applied charges at the end of his agreement that he disputes. He would like these charges waived. He is also not happy with the way that Lex has treated him.

## **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 C incurred a number of charges at the end of his contract. Lex refunded charges for damage outside of fair wear and tear and a missing service history when Mr C provided the service history and queried the evidence for damage. Lex agreed photos of damage didn't support the charges. I appreciate one of Mr C's complaint points is that Lex didn't deal with him fairly. In this instance I think it listened to his points, changed its view, and rectified the situation so did act reasonably.
- Mr C has three outstanding invoices. One for extra days hire at the end of his contract. I have seen the contract Mr C signed. That makes it clear that hiring continues until car collection is arranged and rentals will continue during this time. As I understand Mr C's agreement started on 10 November 2017 and his car was collected on 14 November 2022 I can't see that Lex made any mistake in charging him for an additional 4 days of hire according to its terms and conditions. The fact he might not have used the car during that time is irrelevant.
- In relation to the two invoices for missed payments I agree that the payment history Lex provided wasn't clear. However, I have looked at the transaction history and that does show two outstanding payments. Also, I couldn't see any evidence of overpayment on the transaction history so I can't agree with Mr C that Lex owes him money. From what I have seen I do believe Lex is correct in pursuing Mr C for two outstanding payments.
- I have seen the correspondence Lex sent Mr C in relation to his outstanding payments. The letters are the typical standard letters I would expect to see. They detail amounts owed, the consequences of non-payment and offer support either by suggesting contacting the business to discuss repayment options or by giving details of organisations that could help. I appreciate any letters regarding debt might be upsetting but businesses do need to tell consumers what their position is, what they need to do and the consequences of not doing anything. I don't agree the correspondence was threatening or harassing.
- I appreciate there was some considerable correspondence between Lex and Mr C in

relation to the charges which caused some frustration for example with a statement not being attached to an email. Unfortunately, mistakes can happen, but Lex did apologise which I think was appropriate.

- Finally, I appreciate Mr C had another complaint upheld by Lex and I believe he was paid some compensation but that doesn't automatically mean this complaint would be upheld and compensation paid. Complaints are looked at individually. Based on what I have seen I don't believe Lex is at fault so at fault ,so I can't reasonably ask it write off the outstanding debt as Mr C would like.

### **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 C to accept or reject my decision before 1 November 2023.

Bridget Makins  
**Ombudsman**