

## **The complaint**

Mr I's complaint is about charges he's been asked to pay by Mitsubishi HC Capital UK Plc, who were Hitachi Capital (UK) PLC, and who trade as Novuna Vehicle Solutions (who I'll call Novuna).

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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, whilst I know it will disappoint Mr I, I don't think Novuna have been unreasonable here and I'm not asking them to take any action. I'll explain why.

Mr I acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The terms of the finance agreement held Mr I responsible for keeping the car in good condition. He would be responsible for any damage if the car wasn't returned in the correct condition.

The British Vehicle Rental and Leasing Association (BVRLA), provide the industry guidelines on what is considered fair wear and tear when a car is returned at the end of a lease. Novuna have explained that the inspector used that guidance when compiling the condition report that Novuna relied upon to decide what damage Mr I was liable for.

Mr I disputed a charge of £50 for a soiled carpet; a charge of £60 for a dented right front wing; a charge of £75 for a scratch to the left front wing, and a charge of £75 that was made in respect of a poor paint repair to the rear bumper. I'll consider each in turn.

### ***Soiled carpet***

The BVRLA guidance says that *"the interior upholstery and trim must be clean and odourless with no burns"*. The photograph suggests there was staining present. Mr I says he cleaned the carpet in front of the inspector but I can't see that revised condition was reflected in the report and I think it's likely it would have been had the inspector agreed the fault had been rectified. I don't think Novuna were unreasonable to make a charge.

### ***Front Wing R – Dent***

The BVRLA guidance says that *"Dents of 15mm or less in diameter are acceptable provided there are no more than two per panel and the paint surface is not broken."* The dent shown in the inspector's photographs is larger than that and I think a charge has, therefore, been

fairly applied. I understand that Mr I now accepts that.

### ***Front Wing L – Scratched***

The BVRLA guidance says that “*Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out.*” I think the primer is showing in the photograph provided and I’m persuaded Novuna were reasonable when making a charge for refurbishment of the damage.

### ***Rear Bumper – paintwork***

The BVRLA guidance say that “*Obvious evidence of poor repair, such as flaking paint, preparation marks, paint contamination, ripples finish or poorly matched paint, is not acceptable.*” Several photographs show ripples in the paintwork that are reflected on the zebra board. I think a charge was, therefore, fairly levied.

I understand that Mr I had work completed to rectify any issues before the collection inspection. But, regardless of that, I’m persuaded that damage was still present when the car was collected. In those circumstances, any claim Mr I has may be with the repairer, but I don’t think I’ve seen enough to suggest Novuna have done anything wrong.

### **My final decision**

For the reasons I’ve given above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr I to accept or reject my decision before 14 February 2024.

Phillip McMahon  
**Ombudsman**