

## **The complaint**

Mrs D complains about damage charges that Mitsubishi HC Capital UK Plc trading as Novuna Vehicle Solutions has invoiced her for.

## **What happened**

In November 2018 Mrs D entered into a hire agreement with Novuna for a car.

In December 2023, after the agreement had come to an end, the car was inspected and collected from Mrs D. The inspector identified a number of damages which they deemed to be beyond fair wear and tear and which they estimated would cost £500.84 to rectify (repair).

Mrs D complained that she shouldn't be held liable for damage to the door mouldings, for which she had been charged £139.80, and she should be given 'credit' for returning the car with substantially less mileage on the odometer than allowed for under the agreement terms and conditions.

Novuna considered Mrs D's complaint and confirmed it was satisfied that it had correctly charged £139.80 for damage to the door mouldings. But it agreed to remove a charge of £56.54 for what had been identified as two broken inner sill trims and to reduce the total charged, as a gesture of goodwill, by £150.00, making a total payable by Mrs D of £294.30 (£500.84 less £56.54 less £150.00).

Unhappy with Novuna's response to her complaint Mrs D referred it to our service.

Mrs D's complaint was considered by one of our investigators who came to the view that Novuna was entitled to seek payment of £294.30 from her.

Mrs D didn't agree with our investigator's view so her 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 overall outcome as the investigator and for broadly the same reasons. There is also very little I can usefully add to what has already been said.

Although it doesn't appear to be in dispute, on signing the agreement Mrs D accepted the following terms and conditions:

### 3.1 You agree...

*(a) to inspect the vehicle on delivery and promptly notify us if; (a) the vehicle does not correspond to the vehicle specified in the Agreement or (b) the Vehicle is defective in any way. Failure to promptly notify us of a vehicle defect may affect the rights we have against the supplier of the vehicle*

*(b) to keep the vehicle in good condition and repair. You will be responsible to us for any damage caused to or deterioration of the vehicle otherwise than through fair wear and tear as indicated in the guidelines issued from time to time by the British Vehicle Renting and Leasing Association (BVLRA)*

*7.3 If the vehicle is returned to us within 7 days of after the date of termination, you shall also pay us compensation for any failure by you to comply with clauses 3.1(b)...amounting to (at our unrestricted option) either any costs which we actually expend to rectify this breach or (as our reasonable pre-estimate of the diminution in value of the vehicle as a result of that breach) the estimated costs of the work that would be required to rectify your breach.*

So with the above in mind I'm satisfied that on the car's return Novuna had the right to charge, and Mrs D had an obligation to pay, for any damage to the car deemed to be beyond fair wear and tear.

After Mrs D complained to it Novuna said it was prepared to accept £294.30 in respect of the identified damage to the car, broken down as follows:

• scuffs to front left alloy wheel	£56.55
• scuffs to front right alloy wheel	£56.55
• scratches to front left wing	£121.80
• scratches to front bumper	£69.60
• broken front right door moulding*	£69.96
• broken front left door moulding*	£69.84
• sub-total	£444.30
• gesture of goodwill deduction	(£150.00)
• total	£294.30

*\*charges specifically disputed by Mrs D*

I've considered the damage that Mrs D appears to have not complained about specifically (2 front alloy wheels, front left wing and front bumper) in light of both the inspection report produced and the BVRLA guidelines. And having done so I'm satisfied (for the same reasons as noted by the investigator in their view) that this damage is damage that Novuna can fairly and reasonably charge Mrs D for.

I've also considered the damage that Mrs D has specifically complained about (2 door mouldings) in light of both the inspection report produced and the BVRLA guidelines.

Now I accept that Mrs D says that she didn't cause this damage, that the mouldings aren't scuffed or dented, the damage looks worse than it is because the inspector "*lifted them away*" before taking photographs and a need for a repair was never brought to her attention when the car was serviced and MOT tested. But I'm not persuaded that these are grounds for me to say Novuna was wrong to conclude that this was damage that it could fairly and reasonably charge Mrs D for.

In respect of trim the BVRLA guidelines state:

*“scuffs and scratches of 25mm or less are acceptable provided the moulding or trim is **not broken...**”* [my emphasis].

So although I appreciate that Mrs D says the two door mouldings aren't scuffed (or dented) I'm satisfied, based on the inspection report provided, that they were broken.

I accept that the two broken door mouldings may not have been brought to Mrs D's attention when the car was serviced and MOT tested. But this could be due to them breaking after the last service or MOT test or because broken door mouldings simply don't constitute a serviceable item or an MOT testable item.

I accept that the damage to the two door mouldings may look worse in the photographs because they have been lifted. But I'm satisfied that they needed to be lifted to evidence damage to them in the inspection report. Furthermore, were they not broken I see no reason as to why the inspector would have seen the need to note them in his report or the need to lift them for photography purposes.

Now I accept Mrs D says she didn't cause this damage. But based on what I've said above and given that Mrs D didn't report this damage on taking delivery of the car (as required under agreement term and condition 3.1(a)) I'm satisfied that this damage is damage that Novuna can fairly and reasonably charge Mrs D for.

Having concluded that Novuna is entitled to charge for all six items of damage that it has, I've gone on to consider whether a sum of £294.30 for this damage is fair and reasonable. And taking everything into account I'm satisfied that it is.

I note that Mrs D says she should get credit for returning the car with only 11,575 miles on the odometer rather than say 40,000 miles (8,000 miles a year for 5 years). But the agreement makes no allowance for such a credit and I'm satisfied, based on what Mrs D has said and submitted, that she entered into the agreement in the full knowledge of this fact.

So in summary, and I appreciate Mrs D will be disappointed, I'm satisfied that Novuna is entitled to seek recovery of the sum of £294.30 from her in respect of damage.

### **My final decision**

My final decision is that Mitsubishi HC Capital UK Plc trading as Novuna Vehicle Solutions can fairly and reasonably seek the payment of £294.30 from Mrs D in respect of damage charges.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 29 July 2024.

Peter Cook  
**Ombudsman**