

## **The complaint**

Mr B complains about charges he was asked to pay by Stellantis Financial Services UK Limited ('Stellantis'), trading as PSA Finance UK, when he returned a car he had been financing through an agreement with them.

## **What happened**

Mr B took receipt of a new car in July 2020. He financed the deal through a hire agreement with Stellantis.

The car was returned early, and Mr B was asked to pay £1604.22 due to damage to the vehicle that Stellantis said was beyond normal wear and tear and because the service book, literature pack, a key, and the locking wheel nut was missing.

Stellantis agreed to remove the charge for the locking wheel nut of £36.89, and the charges they'd made for a dent to a quarter panel (£48) and a damaged alloy (£65). They revised the balance to £1,454.33.

Mr B referred his complaint to this service and when the inspection report was made available to our investigator he provided his view on the complaint. He thought that much of the damage was beyond what could be considered fair wear and tear, but he didn't think the inspection photographs demonstrated a dent of the right-side sill was beyond normal wear and tear and he suggested Stellantis should waive that £152 charge. He also thought they should waive the £600 charge they had levied for the missing service book but only if Mr B was able to provide evidence that the car had been serviced in July 2021, 2022 and 2023. It was the investigator's opinion that Stellantis should pay Mr B £150 to compensate him for the distress and inconvenience caused.

As Stellantis didn't respond the complaint has been referred to me, an ombudsman, to make a 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.

I'm upholding this complaint in part. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

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

I've not seen the detailed terms of the finance agreement Mr B had with Stellantis but hire agreements will always have a clause about the need to return a car in good condition with penalties for excessive wear, damage or missing parts so that the provider of credit is not disadvantaged by any loss in resale value.

The industry guidelines for what is considered fair wear and tear when vehicles are returned at the end of their lease, is provided by the British Vehicle Rental and Leasing Association (BVRLA).

I've reviewed the damage identified in the inspector's photographs and considered that against the BVRLA guidance. I'm persuaded, as our investigator was, that all of the damage that remains has been fairly charged with the exception of the charge for the dent to the right-side sill.

The BVRLA guidance I've applied when reviewing those photographs is as follows:

*"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."*

*"Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable provided they can be polished out. A maximum of four scratches on one panel is acceptable."*

*"Scuffs and scratches of 25mm or less are acceptable provided the moulding or trim is not broken, cracked or deformed."*

*"Scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheels/wheel hubs are acceptable. Dents on wheel rims are not. Any damage to the wheel spokes, wheel fascia, or hub of the wheel is not acceptable."*

*"The interior upholstery and trim must be clean and odourless with no burns, scratches, tears, dents or staining."*

*"All vehicle documentation must be intact and present in the vehicle when it is returned..."*

*"A full set of keys [...] should be returned if originally supplied."*

I'm not persuaded that any of the damage charges should be waived or reduced because Mr B only had a few days' notice before the car was collected. I understand that this was a reduced timeframe, but the charges applied seem reasonable and I don't think it's likely Mr B would have been able to achieve reduced costs had he arranged the repairs himself. Even if he could have, it would have delayed collection and increased sums due on the extended agreement.

It's clear that the service book wasn't returned on time here, but I think there were exceptional circumstances as the car had been returned quickly and those documents weren't readily available. In the circumstances I think Stellantis should waive the charge for the first and second service as Mr B has provided invoices for that work to this service. Mr B has explained that the third service wasn't done as he couldn't drive the car due to the tax issues with it. That missing service is chargeable as I think it would have impacted on the resale value of the car, Mr B hasn't had to pay for the service and has, therefore, saved money and I also think he could have done more to mitigate the issue.

Mr B has experienced some distress and inconvenience as a result of these issues. He's had to escalate his complaint to this service when I think it could have been resolved earlier and there have been delays in Stellantis responding. In the circumstances, I think Stellantis should pay him £150 in compensation.

As I've not been persuaded that the charges they asked Mr B to pay were all fair I don't think it would be reasonable to make adverse reports to his credit file about his failure to pay the damage charge invoice.

### **My final decision**

I uphold this complaint in part and tell Stellantis Financial Services UK Limited to:

- Waive the charge of £152 for damage to the Sill Panel R.
- Waive the recharge for two services.
- Pay Mr B £150 to compensate him for the distress and inconvenience caused.
- Remove any adverse reports they may have made to Mr B's credit file in relation to these charges.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 April 2025.

Phillip McMahon  
**Ombudsman**