

## **The complaint**

Mr D complains about end of contract charges when his agreement with Ald Automotive Limited (AA) ended.

## **What happened**

Mr D was supplied with a car and entered into a hire agreement with AA. At the end of the agreement the car was inspected, and AA sent Mr D an invoice for damage charges.

Mr D disputed the charges and complained to AA. He said he believed the damage was within fair wear and tear for the age and mileage of the car.

In response AA said the charges remained payable because the damage exceeded the fair wear and tear guidelines.

Mr D remained unhappy and brought his complaint to this service.

Our investigator upheld the complaint. He said the charge for the nearside front door should be removed.

AA didn't agree. It said the dent in the door exceeded 10mm and was therefore chargeable.

## **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.

The terms and conditions of the agreement say that Mr D must return the car in good condition and that any damage which exceeds fair wear and tear is the customers responsibility.

Fair wear and tear guidelines have been issued by the BVLRA and these are accepted as an industry standard in determining whether damage exceeds fair wear and tear.

I've looked at the inspection report including the photos. Having done so, and having had regard to the BVLRA guidelines, I'm in agreement with the investigator that the charges have been fairly applied with the exception of the charge for the dent in the nearside front door.

I've taken what AA has said about the dent into account and I've looked at the area which it has highlighted on the photo.

I agree that there's a dent in the door. The BVLRA guidance states that dents should be no greater than 15mm. I've looked at the photos which include the measuring tool. Based on what I've seen, I don't think the dent exceeds 15mm. This is because the ruler/white square (which is 10mm) in phot number 30 looks like it would cover all of the dent.

With regard to AA's comments, I don't agree that there is visible distortion throughout the highlighted area. I'm of the opinion that the dent is less than 15mm. In accordance with the

guidelines, this isn't chargeable damage.

### **Putting things right**

To put things right, AA should remove the charges for the dent in the door.

### **My final decision**

My final decision is that I uphold the complaint. Ald Automotive Limited must remove the charge for the dent in the nearside front door.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 October 2022.

Emma Davy  
**Ombudsman**