

## **Complaint**

Miss H is unhappy with the charges ALD Automotive Limited ("ALD") applied, when she handed back a car she acquired under a hire agreement.

## **Background**

In September 2019, ALD hired a brand-new car to Miss H. The agreement was to last for a minimum of 36 months, Miss H paid an initial rental of £208.33 which was to be followed by a further 35 monthly rentals of £208.33.

In November 2023, the car was collected from Miss H by a third-party appointed by ALD. The car was inspected by the third-party and in December 2013 Miss H was invoiced a total of £1,210.00 for the following:

- Missing spare key - £250
- Offside front bumper damage - £40
- Offside front door damage - £120
- Missing service history documents £800 (four missing documents at £200 each).

In December 2023, Miss H got in touch with ALD to say that while she accepted the charges for the missing spare key, the offside front bumper damage and the offside door damage, she disagreed with the charges for the missing service history. She said that she had left the service history documents in the glove compartment of the car when it was collected. By this stage the vehicle had been sold and ALD agreed to check whether the documents were with the auction house which conducted the sale.

After Miss H was told that the auction house did not have the documents and that she needed to pay the charges, she made a formal complaint to ALD. ALD partially upheld Miss H's complaint. It maintained that the service histories couldn't be located. However, it had realised that Miss H's vehicle should only have had three services in the period that it was with her, so it considered that there were only three service history documents missing and reduced the total amount Miss H had to pay to £1,010.00. It also said that it would refund £600 to Miss H if she was able to provide evidence of the missing service histories within seven days.

Miss H was dissatisfied at ALD's response and referred the complaint to our service. One of our investigators initially considered Miss H's complaint. By this stage, Miss H had been able to provide evidence of two of the three missing services. So the investigator told ALD to reduce the amount Miss H had to pay by £400 in order to account for two of the missing service histories.

ALD agreed with the assessment and reduced the amount Miss H owed by £400. However, Miss H didn't agree with the investigator's assessment and subsequently provided an invoice for the third service. The investigator then issued a second assessment telling ALD that it should reduce the outstanding balance by a further £200.

ALD didn't accept the investigator's assessment and instead asked for an ombudsman to

consider the complaint.

## **My findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As ALD has already reduced the charges Miss H is being asked to pay, I don't need to consider whether it's fair and reasonable to expect Miss H to pay two of the three missing service history document charges Miss H was initially asked to pay. I simply need to consider whether it is fair and reasonable to expect Miss H to pay the final missing service document charge which ALD has refused to waive.

Having carefully considered everything, I'm satisfied that ALD should also refund the final missing service document charge and I'm therefore upholding Miss H's complaint. I'll explain why in a little more detail.

The British Vehicle Rental and Leasing Association ("BVRLA") is the trade body that oversees the vehicle rental and leasing sector. Its guidelines on '*fair wear and tear versus chargeable damage*' is the generally accepted standard when assessing the fairness of end of contract charges.

In relation to maintenance, servicing and repairs, the BVRLA's guidance states:

*"The vehicle must have been serviced and looked after according to the manufacturer's servicing/maintenance schedule.*

*The service book, if originally supplied with the vehicle, must be present and date-stamped by the repairer or workshop as evidence that the services have taken place. If the service record is kept electronically, the customer must produce evidence that the vehicle has been serviced and maintained according to the vehicle manufacturer's service and maintenance schedule. Appropriate evidence would include hard copies of the service record or invoice clearly showing the date, vehicle mileage reading and the repairer/service agent's stamp."*

There is no dispute that the service book for the car was in the vehicle. Furthermore, Miss H didn't get the vehicle serviced by the manufacturer so the service book would not have been stamped with the relevant stamps.

However, Miss H has consistently argued that she had the vehicle serviced at the appropriate intervals, in accordance with the guidelines and the terms and conditions of her hire agreement. She has provided copies of invoices which show payments for services having been carried out and I'm prepared to accept that that the car was serviced broadly along the lines of the manufacturer's service schedule.

Miss H says that all three service history documents were included in the glove box of the car. And she's also provided a photograph of some documents on the seat of the vehicle next to what looks to be the vehicle's service book. I don't know whether the documents in the picture Miss H has supplied are the missing service history documents. I accept the possibility of this being the case, but the reality is that the photograph is too blurry for me to say what the documents referred to are.

Furthermore, I've also seen a copy of the third party's inspection report. The report does set out that the service history documentation is missing. Although this could be because the individual inspecting the car simply looked to see if the service book was stamped, rather

than looked through any other documents to see if alternative service histories were provided.

In any event, I can see that the inspection was carried out without Miss H being present. So she wouldn't have had the opportunity to challenge what was being recorded by the third-party at the time of the inspection. I'm also mindful that there are some discrepancies between what is on this report and what Miss H was invoiced for.

While a missing key and offside door damage is noted, the offside front bumper damage which Miss H was invoiced for (and which she has accepted the charge for) is not on the inspection report. And there is also other damage to the door recorded on the report, which Miss H doesn't appear to have been charged for. So it's fair to say that the findings in the inspection report don't completely accord with what Miss H was invoiced for.

Of course, the fact that there are some discrepancies between the report and what Miss H was charged for doesn't in itself mean that the report is incorrect about the service histories not having been present. But given Miss H has been consistent that they were left in the glove box, has provided evidence of some documentation having been in the car, Miss H wasn't present to challenge the findings of the inspection report and, in any event, the report isn't 100% accurate, I've not been provided with enough to be persuaded that the service history documents weren't in the vehicle when it was collected from Miss H.

So having taken everything in the round, I think it's more likely than not that the documentation was in the car when it was collected and ALD should refund Miss H the final £200 charge for the lack of a service history document.

For the sake of completeness, I would also add that ALD had already given Miss H some time to provide the relevant documentation showing that the vehicle had been serviced at the time she complained. And this was after the car was already sold without the service history and may have been discounted for that reason.

While I accept that timeliness is important, given the documentation was most likely in the vehicle when it was collected, it isn't surprising to me that it took Miss H some time to obtain copies. And as she visited different garages for the earlier repairs, I don't think it is unreasonable that it took longer to obtain some of the documentation.

Equally, as any loss ALD may have suffered because the service history documents could not be located in the vehicle had already been suffered, it's unclear to me how ALD has been prejudiced by the delay in the invoices being provided – this is in circumstances where it hasn't disputed that the services were carried out at the relevant times. This is an additional reason why I think it would be fair and reasonable for ALD to reduce the amount Miss H is charged by a further £200.

Overall and having considered everything, I'm upholding Miss H's complaint. ALD should credit Miss H's account with a further £200 to account for the remaining service history document it says was missing.

**My final decision**

For the reasons I've explained, I'm upholding Miss A's complaint. ALD Automotive Limited should credit Miss H's account with a further £200 to account for the remaining service history document it says was missing when the vehicle was collected.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 11 November 2024.

Jeshen Narayanan  
**Ombudsman**