

## **The complaint**

Mr L complains about the quality of a car that was supplied through a hire agreement with Ald Automotive Limited trading as Kia Contract Hire (ALD).

## **What happened**

In September 2021, Mr L leased a new car through a hire agreement with ALD. He was due to make 48 monthly repayments of £340.12.

Mr L explained that he arranged for a local manufacturer dealership to replace two tyres on his car, however when he received the car back (In December 2024) the tyre pressure light was illuminated and wouldn't go off. Mr L said on 10 January 2025 he ended up with a flat tyre.

Mr L said that when the tyre was being replaced, he was told the tyre pressure monitoring sensor (TPMS) valve was damaged when the tyre was originally replaced and the wheel hadn't been balanced. Mr L said he paid £239 for the call out and tyre replacement.

Mr L complained to ALD about the issues and asked to have his costs reimbursed and the contract terminated.

In February 2025, ALD issued their final response to Mr L's complaint which they didn't uphold. In summary, it said the vehicle Mr L hired was on a self-maintained agreement which meant he is responsible for servicing and maintenance including tyre replacement. ALD said Mr L would need to take this matter up with the garage that replaced the tyre.

Unhappy with their decision, Mr L brought his complaint to our service where it was passed to one of our Investigator's to look into. In summary, the Investigator concluded that ALD were not responsible for the replacement tyre, and that the car was of satisfactory quality when they supplied it to him.

Mr L didn't accept the Investigator's assessment, he confirmed the car was repaired on 15 May 2025, however, he didn't think he should be charged for the period of 19 December 2024 to 15 May 2025, when he didn't have use of the car. Mr L felt ALD were preventing him from maintaining the car. However, as the Investigator's opinion remained unchanged, Mr L asked that his complaint be referred to an ombudsman for a final 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that “*the quality of the goods is satisfactory, fit for purpose and as described*”. To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle’s history.

Here, Mr L hired a brand-new car. So, I think a reasonable person would expect the car to be free from any defects and would expect trouble free motoring for both some time and distance.

Mr L provided a copy of an invoice dated 10 January 2025, for the emergency call out. The invoice had the comments advising: *‘fitter error is the cause of the deflation by previous fitter’* It also said the remedy was not a long-term solution, as the TPMS needs to be fitted and the wheel rebalanced. Based on this evidence I’m satisfied there was a fault with the car.

Having considered the car had a fault, I’ve considered whether it was of satisfactory quality at the time of supply.

### *Satisfactory quality*

Under the CRA, ALD had a responsibility to ensure the vehicle they supplied to Mr L was in a condition of satisfactory quality. Having considered the evidence here, neither party has disputed that the quality, when it was supplied. In fact, Mr L raised this some years after being supplied the vehicle and only after he’d brought it to a local dealership for some servicing works.

Under section 2.9 of the terms and conditions it advises that the cost of maintenance of the consumable items of the vehicle would be the responsibility of the hirer. It gives examples of those items which include the repair of punctures and tyre damage.

Mr L confirmed it was a local dealership that carried out the repairs that were required to replace the tyres. The damage to the valve, which I think is reasonable to consider as forming part of the tyre, under the terms, would be Mr L’s responsibility.

I acknowledge it’s likely this was damaged by the repairing garage (as advised on the emergency call out invoice), so I don’t see why ALD should be held liable for this. For example, they didn’t carry out the works nor do I have any evidence that they agreed to cover any liability for damage whilst the repairs were being carried out.

So, all things considered I’m satisfied from the information provided that ALD supplied Mr L with a vehicle that was of satisfactory quality, and that it was some years later that a local garage likely caused some further damage to the tyre. Mr L may decide on reflection to take the issue up with the repairing garage.

As I’ve concluded that ALD supplied Mr L with a vehicle that was of satisfactory quality, I don’t require them to take any action in respect of this complaint.

### **My final decision**

My final decision is that I don’t uphold Mr L’s complaint about Ald Automotive Limited trading as Kia Contract Hire.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 24 October 2025.

Benjamin John  
**Ombudsman**