

## **The complaint**

Miss M complains about charges when she returned her car at the end of a hire agreement provided by Ald Automotive Limited (“AAL”).

## **What happened**

In November 2020, Miss M acquired a brand-new car using a hire agreement with AAL. When Miss M returned the car at the end of the agreement in November 2024, it was inspected for damage.

Miss M was subsequently charged for damage to the returned car, which she disputed. Miss M was told there was a chip on the car’s windscreen that wasn’t within their fair wear and tear guidelines, and she was charged £289.29 for its replacement.

Miss M said she had the windscreen repaired by a reputable third-party company in July 2022. And she said she was told by two dealership garages that the condition of her windscreen was consistent with fair wear and tear for a car of its age and usage. Miss M also said that the car passed its MOT with no issues in relation to the car’s windscreen.

Miss M complained to AAL and they issued their final response. AAL didn’t uphold Miss M’s complaint. They said that the damage to the windscreen was outside of the relevant parameters.

Unhappy with AAL’s response, Miss M referred her complaint to our service.

Our investigator issued her view where she explained that she thought it was fair for AAL to charge Miss M for the damage to the windscreen.

Miss M disagreed with the investigator’s findings. Among other things, Miss M disagreed that cracks might have developed following the repairs carried out by the third-party company.

As Miss M disagreed, the complaint was passed to me to decide.

## **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’m not upholding this complaint and I’ll explain why below.

I’m aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there’s something I’ve not mentioned, it isn’t because I’ve ignored it. I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Miss M complains about a car supplied under a hire agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Miss M's complaint about AAL.

Miss M complained about damage charges on the returned car. I'll consider this shortly. But I've first thought about whether Miss M agreed to be held responsible for damage to the car. The terms of the agreement Miss M entered into says:

*"The customer is responsible for the use and safekeeping of the Vehicle. Except where a liability or cost arises as a result of our negligence, fraud or breach of this Agreement, you agree to compensate us and to repay us any sums incurred or losses suffered from as a result of:*

*c. any damage to the Vehicle... (but Fair Wear and Tear excepted) and any resultant decrease in the Vehicle Market Value".*

So I'm satisfied Miss M agreed to keep the car in good repair and to be held responsible for any damage outside of fair wear and tear.

When considering the damage to the front windscreen, I've referred to The British Vehicle Rental and Leasing Association ("BVRLA") guidance on fair wear and tear. The BVRLA is a trade body that oversees the vehicle rental and leasing sector and issues guidelines on fair wear and tear versus chargeable damage.

For damage to the front windscreen, the BVRLA says, *"Damage in excess of 10mm in the driver's line of vision (a vertical strip 290mm wide centred on the steering wheel), or in excess of 40mm elsewhere in the area swept by the vehicle's wiper blades, is not acceptable."*

I've reviewed the photos from the inspection of the car. In relation to the front windscreen, I can see a crack in the windscreen within the driver's line of vision. There is a ruler placed next to it, and the crack is over 10mm in size. While the chip itself is less than 10mm, there are visible further cracks that extend out of the chip, which total around 20mm in size. As the total damage is in excess of 10mm and within the driver's line of vision. I'm satisfied this area falls outside of the wear and tear guidelines. So I'm satisfied it's reasonable to charge Miss M for this damage.

Miss M says that the windscreen was repaired by a third-party company in July 2022. I don't dispute what Miss M says here and I accept that she did have the windscreen repaired at the time. But I'm mindful of two things here. Firstly, the images from the inspection report clearly show that there is a crack to the windscreen which falls outside of the wear and tear guidelines. And secondly, that the car was inspected around one year and four months after the windscreen was initially repaired. So, on the balance of probabilities, it is likely the windscreen repair failed or there has been further damage to the windscreen since.

Miss M says that she returned the car with around 8,000 less miles travelled in it than the agreement stated. However, this is irrelevant to the charges which AAL are seeking to retrieve from Miss M. In addition, there is no term within the agreement which says charges should be reduced or removed – or that Miss M should be reimbursed if the car is returned with fewer miles than agreed.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Ald Automotive Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 13 November 2025.

Ronesh Amin  
**Ombudsman**