

The complaint

Mr A complains about end of contract charges when his agreement with Ald Automotive Limited ended.

What happened

In April 2022 Mr A was supplied with a car and entered a three-year lease agreement with Ald Automotive.

At the end of the agreement the car was inspected. Ald Automotive sent Mr A an invoice for damage charges totalling £655.00.

Mr A disputed the charges and raised a complaint with Ald Automotive.

Ald Automotive didn't uphold the complaint. In its final response dated 23 May 2025, it said the damage identified went beyond fair wear and tear and had been correctly charged.

Mr A was unhappy with the response and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said the charges were fair and had been charged in accordance with the relevant fair wear and tear guidance issued by the BVLRA.

Mr A didn't agree. He said that some of the damage was underneath the car and would never be visible. Mr A was also unhappy that the age of the car hadn't been taken into account when assessing fair wear and tear.

Because Mr A didn't agree I've been asked to review the complaint.

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 know it will disappoint Mr A but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments to those points which are most relevant to my decision. If I don't comment on a 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.

I've reviewed the terms and conditions of the agreement. These state that Mr A is responsible for the costs of repair of any loss or damage which goes beyond fair wear and tear.

Mr A returned the car when the agreement ended, and it was inspected for damage. The results of the inspection are set out in the inspection report, which I've reviewed. The report includes photos of the damage.

The report identifies the following damage:

Bumper front £135

RHF door £45

LHR door shut inner £175

LHF tyre £140

LHF wheel £80

LHR wheel £80

I've carefully considered the damage identified in the inspection report. In doing so, I've had regard to the BVLRA guidelines. These guidelines are an industry standard used to determine whether damage exceeds fair wear and tear at the end of an agreement. Based on what I've seen, I'm satisfied that the damage identified goes beyond fair wear and tear as per the BVLRA guidelines. The investigator has provided a detailed analysis of what the guidelines say in relation to each item of damage. I won't repeat that here.

I'm satisfied that the charges have been applied in line with the BVLRA guidelines and that the charges are fair.

I've taken into account everything that Mr A has said. He makes the point that the damage to the bumper is underneath the vehicle and can't be seen. I can see from the photos that there are more than 4 scratches on the bumper and that these exceed 25mm in total and have exposed the primer. Whilst I agree with Mr A that the damage is located underneath the bumper, the damage still exceeds the BVLRA guidelines and has therefore been charged correctly.

Mr A has also said that the fair wear and tear guidelines make no allowance for the age of the car. Whilst the guidelines don't specifically refer to the age of the vehicle, the spirit of the guidelines is founded on the premise that as a vehicle ages, it will suffer a degree of wear and tear. The guidelines set a limit on what can be defined as acceptable wear and tear (which into account a number of factors including the age of the vehicle) and what is defined as going beyond fair wear and tear.

Mr A has said that he returned the car with less than the total mileage allowance having been utilised. I've reviewed the agreement but I can't find anything which allows the damage charges to be offset against unused mileage allowance.

As I've said above, I'm satisfied that the damage identified goes beyond fair wear and tear as defined by the guidelines, and I'm satisfied that the charges have been correctly applied. I'm unable to uphold the complaint for the reasons I've explained.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 December 2025.

Emma Davy

Ombudsman