

## The complaint

Mr U complains about the charges Ald Automotive Limited, trading as Kia Contract Hire (“Ald”) applied when he returned a car at the end of his hire agreement.

## What happened

Mr U entered into a hire agreement in March 2019 for a term of 48 months. He returned the car at the end of the hire period but says he’s unhappy with the charges that Ald applied.

Mr U told us:

- He leased a car and returned it in April 2025, when the extended hire period came to an end;
- Ald assessed the car and sent him a bill for £800 for missed servicing – it said he’d not had the car serviced for several years;
- he did have the car serviced each year *“by my friend who is mechanically minded but obviously couldn’t stamp the book”*;
- he returned the car having driven fewer miles than he was entitled to drive under the credit agreement, but Ald has not taken this into account;
- the car was sold a few days later and Ald would’ve received more than £800 more than it would have done because of the low mileage.

Ald rejected Mr U’s complaint. It said he’d returned the car with no service history; he’d missed having the car serviced in 2020, 2021, 2022, 2023, and 2024. And it referred Mr U to the industry guidelines issued by the British Vehicle Renting Leasing Association (BVRLA).

Ald said that under the terms of Mr U’s agreement, he needed to ensure the car was serviced in accordance with the manufacturer’s servicing and maintenance schedule, and that the servicing book needed to be date-stamped by an authorised agent’s stamp, and if the car were returned without the service book stamped, then a charge would be applied.

Ald reminded Mr U that prior to his returning the car, it had written to him to remind him of his obligations including *“Before Collection Day: 1. Make sure all the vehicle’s documentation is to hand and ready to handover. This includes...service history and maintenance receipts or invoices”*.

Ald told Mr U that although he’d returned the car with lower mileage than contracted, it isn’t able to *“offset any vehicle appraisal charges against the vehicle being returned with low mileage”*.

Our Investigator looked at this complaint and said she didn’t think it should be upheld. She said she thought the charges applied were fair and in accordance with industry guidelines, and in accordance with Ald’s terms and conditions – the ones signed by Mr U.

Mr U disagrees, so the complaint comes to me to decide. He says he’s seen no evidence that the car was devalued by the absence of servicing stamps, and he highlighted again the low mileage he’d driven.

## 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.

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Having done so, I've reached the same conclusion as our investigator and for broadly the same reasons. I'll explain why.

The terms and conditions of the agreement say that Mr U must *“ensure the Vehicle is serviced promptly at the correct servicing intervals and in accordance with the Manufacturer's applicable service schedule and recommendation...and must be stamped by the appropriate servicing agent...”*.

So, I'm satisfied that Mr U was responsible for servicing the car and having the service book stamped by an authorised agent. And I'm satisfied that he ought reasonably to have been aware of this when he agreed to these terms when signing the credit agreement. But the question is whether the charges applied by Ald are fair and reasonable.

Fair wear and tear guidelines have been issued by the British Vehicle Rental and Leasing Association (BVLRA) and these are accepted as an industry standard in determining whether charges are fair. So, I have taken these into account when deciding what is fair and reasonable for Ald to charge Mr U.

### *Service Book and history*

Ald's inspection report says there's no evidence that any of the required servicing has been undertaken. The BVLRA guidance sets out the industry standard on this matter. It says:

- *“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”*

Taking this into account along with the wording on the hire agreement, I'm satisfied it was Mr U's responsibility to ensure that services were recorded correctly in the Service Book, and that the Service Book was returned with the car, fully stamped, at the end of the hire agreement.

I've gone on to consider whether there was any other reason why it would be unfair for Ald to apply these charges. Mr U has told us that he returned the car with much less than expected mileage – he'd driven around 12,000 fewer miles than he could've driven under the hire agreement. But I've seen nothing in the agreement terms and conditions that would allow for him to receive a discount for utilising less than the maximum permitted mileage. So, I wouldn't expect Ald to offer Mr U any rebate for this.

Given all of the above, I'm satisfied that the charges Ald asked Mr U to pay were applied fairly and in line with relevant industry guidance and that Ald has acted fairly in respect of the charges it applied.

I've considered what Mr U says about seeking assurances that Ald experienced a devaluation in the car's value at auction because of the missing service history. But I have to tell Mr U that it's not for this Service to tell Ald to provide this information. The charges that

Ald makes compensates it for any loss in value that it *might* suffer due to the car's incomplete servicing history.

I know Mr U will be disappointed with the outcome of his complaint, but I hope he understands why I've reached the conclusions that I have.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 6 February 2026.

Andrew Macnamara  
**Ombudsman**