

## The complaint

Mrs M complains about end of contract charges for a van supplied under a hire agreement by Ald Automotive Limited trading as Ford Lease (“Ald”).

## What happened

Both parties are familiar with the background of this complaint so I will only summarise what happened briefly here.

In February 2021, Mrs M entered into a hire agreement with Ald to be supplied with a new van. The agreement was for 48 months, with monthly payments of £225.05.

It seems that Mrs M remained in possession of the van after the contracted end date, and she arranged a service and MOT for the end of February 2025. Having assessed the van Ald told Mrs M that it would be keeping the van, and she should collect any belongings she had in it.

Following this, Ald arranged for their third-party agent to inspect the van and compile a report. They sent the report to Ald, who subsequently sent Mrs M an invoice for damage charges. Those charges were:

- Wheel LHF	£80
- Wheel RHR	£80
- Wheel RHF	£80
- Back door LH	£175
- Back door RH	£95
- Door handle outer RHF	£65
- Door LHF	£135
- Door mirror housing RHF	£45
- Door RHF	£95
- Door shut inner RHF	£135
- Side door LH	£135
- Side panel mid-section LH	£45
- Side panel RHR	£45
- Wing RHF	£45

Mrs M disputed the damage charges with Ald. She said the van wasn't damaged when she returned it to the garage, and she had taken photos on the day to show the condition of it. Ald responded to Mrs M to say that all damage is assessed in line with the British Vehicle Rental & Leasing Association (BVRLA) guidelines and the damage charges would remain.

Mrs M brought her complaint to our service. She said that she didn't intend to pay any of the damage charges. Our investigator looked at the information provided by both parties and felt that some of the damage charges should be removed from Mrs M's invoice. She said the report and photos didn't confirm the damage to the side panel right hand rear, the back door right hand side or the door handle right hand front, so she asked Ald to remove those. She

said all the other damage charges specified by Ald were in accordance with the BVRLA guidance, and Mrs M was liable for them.

Ald accepted our investigator's outcome, but Mrs M didn't. She maintained that the van was returned in excellent condition, and it's possible any damage occurred after she'd dropped the van back to the garage.

As Mrs M hasn't agreed, the complaint has been 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.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice.

Both parties have provided a lot of information here. I'd like to reassure them that I've read and considered everything that's been sent, although I haven't commented on it all within this decision. I will be focussing on what I consider to be the key points of this complaint. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Where the evidence is incomplete, inconclusive, or contradictory I reach my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in light of the available evidence and wider circumstances.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it.

The agreement states that any damage deemed outside of fair wear and tear when the van is returned is chargeable to Mrs M. She signed the agreement agreeing to the terms of it. As a member of the BVRLA, it's reasonable for Ald to use the BVRLA guidelines to help determine what constitutes fair wear and tear.

In making my decision I've taken into account industry standards from the BVRLA. Age and mileage are factors which need to be taken into account when considering what would be deemed as fair wear and tear. In this case the van was supplied new and returned after four years having covered approximately 40,000 miles.

Our investigator has said that she doesn't think the evidence supports the charge for the side panel right hand rear, the back door right hand side or the door handle right hand front and has asked Ald to remove those from Mrs M's outstanding amount. Ald have accepted this and, having looked at the report and the photos provided by both parties, I agree with her. So, for completeness my decision is that the charges applied for those three areas should be removed.

However, for the avoidance of doubt, I agree with our investigator's explanation of the BVRLA guidance and her assessment of each of the other charges which she deems are still chargeable. In my opinion, all of the images in the report confirm the damage(s) and as a trained inspector has actually seen the van and verified the items in person, I'm satisfied it's fair to rely on the report as the most persuasive piece of evidence available.

I appreciate Mrs M's concerns that she wasn't present during the inspection. However, the agreement confirms the inspection could take place without her being present. The industry

guidance also sets out the process for the inspection assessment. The third party appointed by Ald is one that is recognised in the industry to carry out these inspections and document the condition of the van in person, rather than just by assessing photos. Inspections can also be completed after the van has been returned or collected. Once complete, it was for Ald to determine the level of charges, in line with the BVRLA guidance, and to provide Mrs M with an invoice once it had assessed the independent report.

Mrs M has said it's possible damage could have occurred between her leaving the van and the inspection taking place. But I'm not persuaded this is likely in this case. Given the van was new when Mrs M was supplied with it, she'd had use of it for four years and it had covered around 40,000 miles in that time, I'm satisfied it's more likely than not that the damage has been caused during her possession of the van and not after it had been returned by her.

Mrs M has also said that Ald had caused her to lose some income when they didn't communicate clearly with her that she wouldn't be receiving the van back. However, during a telephone call with our service Mrs M has confirmed that the van was for personal use and wasn't for connection with her business. So, it follows that I haven't considered her claim for loss of earnings.

I know this decision will come as a disappointment to Mrs M but I haven't seen anything that suggests the remaining charges are excessive or disproportionate. I'm satisfied the charges, other than those previously mentioned and below, are being reasonably charged by Ald.

I'd like to remind Mrs M that she's able to reject this decision if she thinks she can achieve a better outcome by alternative means, such as through the courts.

### **My final decision**

For the reasons above, I uphold this complaint. Ald Automotive Limited trading as Ford Lease should remove the following damage charges:

- Side panel right hand rear - £45
- Back door right hand side - £95
- Door handle right hand front - £65

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 7 January 2026.

Kevin Parmenter  
**Ombudsman**