

## **The complaint**

Mr H complains that he had to make payments to Ald Automotive Limited even though his car had been stolen.

## **What happened**

On 7 May 2021 Mr H was supplied with a car and entered into a hire agreement with Ald Automotive.

The vehicle was stolen in December 2024 and wasn't recovered and returned to Mr H until September 2025.

Mr H continued to make payments under the hire agreement during this time. He complained to Ald Automotive and sought a refund of 9 months payments, as he thought it was unfair that he should have to make payments for a car which wasn't in his possession.

Ald Automotive didn't uphold the complaint. It said it hadn't been informed that the vehicle had been stolen and said it hadn't received any notification from the police of the insurance company. It said that without this proof it was unable to uphold the complaint.

Mr H remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said the terms and conditions of the agreement stated that in the event of the vehicle being stolen, Mr H was obliged to notify them and continue to pay rental payments.

Mr H didn't agree. He said he'd provided proof that the car had been stolen and felt it was unfair that he'd had to make payments for a vehicle he hadn't been able to use for 9 months.

Because Mr H 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 H but I agree with the investigator's opinion. I'll explain why.

I've reviewed the terms and conditions of the agreement. These say that if the vehicle is stolen or declared a total loss, Mr H must notify them and his insurance company straight away and make a claim for the full replacement value of the vehicle. The terms and conditions also say that Mr H is liable to pay rental payments until the full retail replacement value of the vehicle is recovered.

Mr H has told this service that he didn't inform Ald Automotive that the vehicle had been stolen as he assumed that the police and/or his insurance company would do this.

Even if Mr H had told Ald Automotive that the vehicle had been stolen, this wouldn't have

changed the terms and conditions of the agreement, which required him to continue making rental payments.

Mr H agreed to these terms and conditions when he entered into the agreement.

I appreciate that it must've been frustrating for Mr H to have been without the use of the car for 9 months. I also understand that Mr B will have been impacted financially as a result of making payments for a vehicle he had no use of. However, based on the evidence I've seen, I'm unable to say that Ald Automotive has made an error or done anything wrong. It has acted in line with the terms and conditions of the agreement. I'm therefore not persuaded that there are any grounds to ask Ald Automotive to issue a refund.

### **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 H to accept or reject my decision before 17 February 2026.

Emma Davy  
**Ombudsman**