

## **The complaint**

Mrs C complains that charges ALD Automotive Limited (ALD) applied at the end of her hire agreement were unfair. She would like copies of invoices for repair work carried out and evidence of where she was told the car had to be returned in a showroom condition.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my decision.

## **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 have reached the following conclusions: -

- Mrs C has made some points in her post view correspondence to us about the British Vehicle Rental and Leasing Guidelines (BVRLA) that ALD used. She feels they are inconsistent in some respects; I need to make it clear that in this decision I can only comment on ALD and its actions not those of other organisations.
- I have seen the agreement Mrs C signed. Point 3 of the Contract Hire Overview makes it clear that her vehicle would need to be returned in a condition in line with BVRLA guidelines and that the vehicle would be assessed under these guidelines. The agreement doesn't say that Mrs C had to return the vehicle in show room condition.
- BVRLA guidelines are industry standard and used by most businesses to assess fair wear and tear damage. We consider their use appropriate. The Guidelines are accessible online for consumers and businesses. I appreciate Mrs C said she didn't find them easy to get to grips with but she could have got someone else to look at them with her, for example a local garage, during the hire period.
- Given the BVRLA guidelines are referred to in her agreement I can't agree Mrs C wasn't made aware of them, or that they would be used to assess damage at the end of her agreement. Nor can I agree she didn't have the opportunity to make good any repair work herself. Knowing her vehicle would be inspected at the end of the hire agreement she could have chosen to have the car inspected and damage made good prior to the car being collected.
- I am not going to go into the detail of every charge ALD applied as our investigator comprehensively did that in his view. However, I would like to reassure Mrs C that I have looked at the charges, the BVRLA guidelines and our investigator's view of which charges were appropriate and which were not. I agree that dents and paint damage on the door shut inners of three doors are not clearly evidenced in the photos neither is a scratch on the C post. ALD originally accepted these charges should be waived but then asked for further information. My view is that the

investigator's assessment of what was chargeable and not was correct so the above noted four charges totaling £660 should be waived.

- I appreciate Mrs C doesn't feel that the charges are fair as she understands that repairs weren't carried out. It's a business decision whether to repair or accept a potentially lower sale value by not doing so. I don't think ALD has to evidence any actual loss. Its agreement made clear that it would charge for damage over and above fair wear and tear which is what it has done. That seems reasonable to me.
- Mrs C thinks ALD has a fixed charging structure and she should have been made aware of this at the start of her agreement. I think it would be hard for a business to state what charges will apply years ahead of agreements ending. Also charges would likely increase over such a period due to external factors such as inflation. I think the charges applied were reasonable and, Mrs C could have chosen to arrange for repairs in line with BVRLA guidelines herself which may or may not have been cheaper.
- Finally Mrs C thinks there should be some allowance or offset for vehicles returned substantially under mileage when excess mileage can be charged and that mileage should be taken into account as this could increase the vehicle's resale value. I appreciate her points but the contract she signed doesn't allow for either of these so that isn't something ALD is obliged to do. Mrs C would have been aware of this when she took out her agreement .

### **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement ALD Automotive Limited should:-

- Reduce Mrs C's invoice by £660
- If Mrs C has already paid the invoice in full, this amount should be refunded with 8% simple interest added from the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 14 April 2026.

Bridget Makins  
**Ombudsman**