

## The complaint

Mr D and Ms P have complained that a car they acquired using a hire-purchase agreement with Go Car Credit Limited ("Go Car Credit") was misrepresented to them, in relation to a discrepancy with the mileage.

## What happened

Mr D and Ms P acquired a used Vauxhall in July 2024, using a hire purchase agreement with Go Car Credit. The car cost £11,534, of which Mr D and Ms P borrowed £11,435 over a term of 60 months. The monthly repayment was £369.41. The car was four years old at the point of supply, and the mileage stated on the invoice was 62,237.

Mr D said he collected the car on 6 July 2024. He had inspected and test driven the car before deciding on it. Three days before collection, he contacted the dealership by text message as, having looked at the MOT history, he had noticed a mileage discrepancy. The car's first MOT was in August 2023, and showed a mileage of 79,934. The next MOT was in June 2024, and showed a mileage of 62,243 – a reduction of 17,691 miles.

Mr D said the dealership dismissed this as a clerical error, and he took this as an assumption that the dealership felt it could be easily remedied. It appears that the dealership had contacted the auction house where it purchased the car, and was told that the mileage was a typing error in that 7 was entered instead of 4. The auction house provided an email note of the car's service history, showing a mileage that increased over time in the normal way, and including a figure of 45,919 at a service in June 2023.

After receiving the V5C for the car, Mr D said he contacted the Driver and Vehicle Standards Agency (DVSA), but found that it has specific evidence requirements for correction of the mileage on a previous MOT. And the evidence needs to state what the mileage should be, and be dated within a day of the MOT test.

As Mr D had the previous MOT details, he contacted the test centre for the 2023 test, and requested the evidence he needed. But the test centre said it could only release information to the person who was the owner at the time of the MOT, so Mr D has not been able to make any progress in correcting the MOT information. He now says that, having initially contacted Go Car Credit with a query and a request for its assistance, he would have expected it to have offered to review the valuation and finance agreement, which it did not.

Mr D now considers the best remedy to be the cancellation of the agreement, the collection of the vehicle free of charge, with a full refund minus fair usage, and the removal of any detrimental impact from his credit report.

Mr D and Ms P complained to Go Car Credit about all this. Go Car Credit issued its final response to Mr D and Ms P, in which it said it did not uphold their complaint. It set out the dealership's actions and said that it had not been aware of the issue when the car was supplied and the finance arranged.

Mr D and Ms P were unhappy with this, so they brought their complaint to this service. Our investigator looked into the complaint but didn't think it should be upheld. Mr D and Ms P disagreed and asked for the complaint to be reviewed by an ombudsman.

### **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've decided not to uphold Mr D and Ms P's complaint. I'll explain why.

Mr D and Ms P acquired their car under a hire purchase agreement. This is a regulated consumer credit agreement and therefore this service is able to look into complaints about it. I've taken account of the relevant law, including the Consumer Rights Act 2015, ("CRA"). I have also taken into account s.56 of the Consumer Credit Act (1974), which explains that finance providers are liable for what they say and for what is said by a credit broker or a supplier before the consumer enters into the credit agreement.

If Mr D and Ms P were given a false statement of fact or law, and if that false statement was a significant reason why they entered into the agreement, I may think the agreement – or the car - had been misrepresented to them. There may also be a misrepresentation by omission – that is, a failure to disclose something material to Mr D and Ms P.

Mr D and Ms P sent in copies of the car invoice, text messages to the dealership, the email from the auction house listing the mileages at the dates when the car was serviced, a vehicle history report, the MOT certificates, and various valuations of the car. They also sent in copies of various email exchanges. Go Car Credit has provided copies of the HP agreement, and emails regarding the service history and mileage.

The key issue in this complaint is what Mr D and Ms P could reasonably have known, and what was drawn to their attention, at the point of supply with regard to the mileage issue.

Mr D has said the discrepancy was not specifically brought to his attention by the dealership. I've no reason to doubt that. However, Mr D had the opportunity to examine the car before he bought it, and that examination included the checks that he made on the mileage a few days before he acquired the car. He queried the discrepancy with the dealership, and decided to go ahead in the knowledge that it existed.

No evidence has been provided to suggest that the discrepancy was other than an inputting error – indeed it has been specifically described as such. And I've no evidence of wrongdoing by the dealership. So taking all this into account I cannot say that the discrepancy that Mr D and Ms P knew about made the car of unsatisfactory quality under the CRA.

I've also considered whether there was a false statement of fact or law here, and I cannot see that there was. At the point of supply the mileage was stated to be 62,237, and it's not been suggested that this was incorrect. From what Mr D said, the dealership described the discrepancy as a clerical error, but did not say it would resolve it. So I can't fairly say that there was a misrepresentation.

Mr D has sent in an HPI report which he says contradicts the service history details with regard to the mileage. The only service-related mileage on the HPI report is from October 2022, which does correspond to the service history record that Mr D sent in.

With regard to the price of the car, Mr D has sent in various valuations for comparison purposes. However, car prices can change over time so I can't fairly draw any conclusions from comparisons done recently. Mr D and Ms P acquired the car at the stated price which was disclosed and accepted at the point of supply. I should also say here that the dealership and finance provider cannot have control over depreciation, or the future sale or trade-in value, as there are numerous factors that can affect such matters.

I haven't found evidence of misrepresentation or the car being of unsatisfactory quality, so I cannot say that any price reduction is required. Overall, I cannot say that Go Car Credit has acted unfairly, and therefore my conclusion is that I cannot uphold this complaint.

Nonetheless, it is clear that there remains a mileage discrepancy on the MOT history. Public records show a mileage of 79,934 in August 2023, and 62,243 in June 2024. As I noted above, the DVSA has specific evidential requirements where there is a request to correct the mileage on a previous MOT. The evidence needs to state what the mileage should be, and be dated within a day of the MOT test. And it should be one of more of an invoice for the MOT, an emissions printout, a service receipt, or a vehicle job card from the MOT centre.

Mr D has attempted to get such evidence from the relevant MOT test centre but has been unable to. As I am not upholding this complaint, I cannot direct Go Car Credit to act. However, I think it would be helpful for Go Car Credit to consider whether it might do anything itself, or with the dealership, to assist Mr D and Ms P in obtaining the relevant evidence to satisfy the DVSA's requirements to rectify the discrepancy.

### **My final decision**

For the reasons given above, I have decided not to uphold Mr D and Ms P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Ms P to accept or reject my decision before 29 May 2025.

Jan Ferrari  
**Ombudsman**