

## **The complaint**

Mr L has complained about an excess mileage charge, following the end of his car finance agreement with Volkswagen Financial Services (UK) Limited trading as Audi Financial Services ('AFS').

## **What happened**

Mr L entered into a hire agreement for a new car. He returned it towards the end of the term, and was charged for excess mileage. He queried this, as he considered there to be a discrepancy in the figures.

One of our investigators looked into what had happened. He looked at when the mileage had been recorded, over the course of the agreement. On 11 October 2021, it was 20,040; on 30 September 2022 it was around 30,000; and on 24 August 2023 it was around 49,000. At this point, a new quote was provided as a mileage amendment from 40,000 miles to 60,000 – but as the quote wasn't accepted, the agreement stayed the same.

Mr L subsequently returned the car, and the mileage was recorded as being 57,913. He was charged an excess mileage fee, and a further monthly payment, which he queried. The monthly payment was waived, but the excess mileage charge stood.

Our investigator accepted that Mr L's online account showed the mileage as being 18,000 at the beginning of the contract. But he thought this was an error, given that the car was brand new. So, it would have had very few miles on the clock. And he noted that Mr L hadn't raised the matter, or said the car wasn't new as per the contract.

He thought that due to the time between the car being registered, and delivery taking place, it would not be possible for it to have covered 18,000 miles. Accordingly, he didn't think AFS was unfair in charging for excess mileage.

As Mr L disagreed, his complaint's been passed to me.

## **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'm not upholding it. I'm satisfied, on balance, that the car would not have had 18,000 miles on the clock at the start of the agreement. This would have been almost impossible, given that it was delivered so soon after registration on 14 August 2020, and there's nothing to suggest it wasn't brand new at that point. Further, a very minimal mileage at the start would tie in with Mr L's subsequent typical mileage in the years following. Otherwise, he'd only have covered around 2,000 miles in the first 14 months of the agreement, which I think is unlikely, given his typical mileage was far higher.

## **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 9 June 2025.

Elspeth Wood  
**Ombudsman**