

Complaint

Miss N is unhappy that MINI Financial Services (GB) Limited (trading as Mini Financial Services ("Mini FS")) paid her broker commission for arranging a hire-purchase agreement to facilitate her purchase of a car. She says that any commission was not disclosed to her and paid without her consent.

Background

In August 2017, Miss N purchased a used car. The 'cash-price' of the vehicle was £19,343.16. Miss N paid a deposit of £593.08 and the remaining £18,750.08 was financed by a hire-purchase agreement which she entered into with Mini FS.

Under the terms of the agreement, Miss N had to pay 47 monthly payments of £235.36. And if she wished to keep the vehicle a final payment of £7,688.16. Miss N's hire-purchase agreement indicates that no interest was charged on the agreement.

In February 2024, Miss N complained that Mini FS paid her credit broker, which also happened to be the motor dealer she purchased her vehicle from, commission for arranging her hire-purchase agreement. Miss N said that this commission wasn't disclosed and that this failure to disclose was contrary to Mini FS' regulatory and legal obligations.

Mini FS didn't uphold Miss N's complaint. It said that it didn't pay any commission to the motor dealer that introduced her business. It also pointed out that Miss N didn't pay interest on her agreement. As Miss N remained dissatisfied, she referred the matter to our service.

When we requested its file on Miss N's complaint, Mini FS subsequently communicated its belief that that Miss N had complained too late. Miss N's complaint was subsequently considered by one of our investigators. She believed that Miss N had complained in time.

Mini FS disagreed with our investigator and requested that an ombudsman consider the matter.

My provisional decision of 3 July 2025

I issued a provisional decision – on 3 July 2025 - setting out why I wasn't intending to uphold Miss N's complaint.

In summary, I was satisfied that this was because irrespective of whether Miss N had complained in time, it was clear MINI FS didn't pay any commission to the motor dealer that introduced her. So there was no undisclosed commission paid without Miss N's consent in this case and MINI FS hadn't acted unfairly in the way that Miss N had said.

The parties' responses to my provisional decision

Neither Miss N nor MINI FS responded to my provisional decision or asked for any additional time in order to do so.

My findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Time Limits

There are time limits for referring a complaint to the Financial Ombudsman Service. Mini FS has argued that Miss N's complaint was made too late because she complained more than six years after its decision to provide the finance (and therefore when it would have paid any commission) as well as more than three years after Miss N ought reasonably to have been aware of her cause to make this complaint. Our investigator explained why she considered Miss N's complaint had been made in time.

Having carefully considered everything, including events since my provisional decision, I'm not upholding Miss N's complaint. Given the reasons for this, I'm satisfied that whether Miss N's complaint was made in time or not has no impact on that outcome. I acknowledge Mini FS may still disagree that we can look Miss N's complaint, but given the outcome I've reached, I do not consider it necessary for me to make any further comment, or reach any findings on these matters.

Why I'm not upholding Miss N's complaint

Having carefully considered everything, I don't think that Mini FS acted unfairly towards Miss N and so I'm not upholding her complaint. I'll explain why in a little more detail.

The information I've been provided with indicates that Mini FS didn't pay any commission to the broker for bringing about Miss N's hire-purchase agreement. I understand that Miss N purchased her vehicle during a period where Mini FS was operating a campaign with the motor dealer Miss N visited.

During this campaign, a campaign interest rate of 0% APR was applicable to certain vehicle models. All agreements underwritten as part of this campaign resulted in no commission being paid to the introducing credit broker and the customer receiving a 0% interest rate. So for Miss N's agreement there were no payments made to the broker at all.

Furthermore, Mini FS has provided screenshots from its records. This shows that Miss N's agreement was written under a 0% campaign code. The screenshot also shows that no interest was added to Miss N's hire-purchase agreement and no commission was paid to the broker.

I'm also mindful that the amount of the finance on the screenshot matches up with the amount on Miss N's hire-purchase agreement and that Miss N's hire-purchase agreement also has an APR of 0% recorded on it. I therefore have no reason to disbelieve or doubt the authenticity of the record provided, or the assertion that Mini FS paid no commission to Miss N's broker in this case. Indeed, the evidence provided is consistent and matches up with everything else relating to the sale.

In these circumstances, I consider it more likely than not that Miss N's sale took place at a time where a campaign was in place, which resulted in Miss N receiving an interest free hire-purchase agreement and the credit broker not being paid any commission for introducing Miss N to Mini FS.

So overall and having considered everything, I don't think that Mini FS did pay Miss N's broker commission and I'm not upholding this complaint. I appreciate that this will be

disappointing for Miss N. But I hope she'll understand the reasons for my decision and that she'll appreciate why I think Mini FS didn't act unfairly or unreasonably towards her in this instance.

My final decision

For the reasons I've explained above and in my provisional decision of 3 July 2025, I'm not upholding Miss N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 15 August 2025.

Jeshen Narayanan
Ombudsman