

## **The complaint**

Mr M has complained about the performance of a car he acquired under a hire purchase agreement with BMW FINANCIAL SERVICES (GB) LIMITED trading as MINI Financial Services ('MINI Financial Services').

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr M acquired a new electric car under a hire purchase agreement in September 2024. In May 2025 there was an issue with the car; the car wasn't charging as it should. Mr M complained to MINI Financial Services in June 2025. He said he was mis-sold the vehicle as he thought he could do 200 miles in a single journey and was told by the supplying dealership this was possible. But Mr M said he was only able to do 180 miles in the best conditions, so he wanted to exercise his right to reject the vehicle.

MINI Financial Services issued its final response letter in July 2025 and didn't uphold the complaint. It pointed out the information available on its website which explains that the electric range will be affected by various factors. It also didn't think the car was of unsatisfactory quality as it suspected Mr M check the charging cable he is using and the charging station.

Our Investigator looked into things but didn't uphold the complaint. Both parties have had sight of these findings, so I don't intend to repeat them again. But in short, she didn't think a misrepresentation had taken place and referred to Mr M's testimony to support this. She also didn't think the car was of unsatisfactory quality based on the evidence she had.

As an agreement couldn't be reached the complaint has been passed to me to decide.

## **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've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr M, but I will explain my reasons below.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr M was supplied with a vehicle under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to look into complaints about it.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – MINI Financial Services here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – considering any relevant factors.

There are two main issues for me to consider here. The first is whether there was a fault with the car meaning it was not performing as it should. And the second is whether the car was misrepresented to Mr M; was a false statement of fact made about the car and its range which induced him to acquire the car.

Looking at the first issue, I understand Mr M was experiencing problems with the battery and that the car was looked at because it would not charge. From the information I have, the job card from the time states that the vehicle was charging as it should and it was advised that Mr M check his charging station and cable. Based on this I'm satisfied the car was of satisfactory quality when supplied so I can't agree that Mr M had the right to reject the car under his rights in the CRA about unsatisfactory quality goods.

Secondly, I have considered whether the agreement itself was misrepresented to Mr M. He has said he was mis-sold the car, based on false information of what the car could achieve. Section 56 of the Consumer Credit Act 1974 states that any negotiations conducted by the credit broker or supplier of goods are deemed to be conducted in the capacity of an agent of the creditor and that this includes all communications and representations made. This means that, in this case, any discussions, communication, or representations made by the supplying dealership in respect of the car's performance were done so as an agent of MINI Financial Services, for which it remains liable.

For misrepresentation to be present there must (a) have been a false statement of fact, and (b) that false statement of fact must have induced, in this instance, Mr M to have financed the car with MINI Financial Services. In other words, if he hadn't been told the wrong information, he wouldn't have entered into the finance agreement.

Mr M said when raising his complaint that the car wasn't able to achieve the 200-mile range as discussed prior to him purchasing it. I've thought about this and whether a false statement has been given to him. There is no evidence of any conversation between the salesperson and Mr M about the range of the car. But I've considered the evidence I do have and the information that was available about the car's range at the time including the information on the manufacturer's website. It explains the test itself and that it's not necessarily real-world conditions and many factors can impact the car's range.

I empathise with Mr M as it's clear that when he realised the car wouldn't consistently achieve the 200-mile range he didn't want the car. But I've seen no evidence that he was given any false information. All published information for the car explains that any figures provided are for comparability purposes only and the figures may not reflect real life driving results. It also confirmed factors such as the starting charge of the battery and weather conditions may be some factors that impact this.

Unfortunately, on the balance of probability, I think had Mr M checked the available information about the cars range he would have realised that 200 miles was an unrealistic figure when you take into account things like air temperature, traffic, road conditions, driving style, tyre condition, whether heating is being used and multimedia systems, etc.

But regarding misrepresentation I am not persuaded that the car was misrepresented to him. All the published information I've seen is accurate and describes the impact on range of real-world conditions. So, I've seen no proof of him seeing any wrong information which induced

him to enter the contract. I've also seen no evidence that leads me to believe a salesperson gave him any wrong information. As such, I can't agree that the car was misrepresented to him.

Overall, as I said, I do have empathy with Mr M and his situation. But as I'm not persuaded that either MINI Financial Services or the dealership has done anything wrong, I won't be upholding the complaint.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 January 2026.

Rajvinder Pnaiser  
**Ombudsman**