

The complaint

Mr P complains that there was a mileage discrepancy which should have been disclosed to him on the MOT history of a car he acquired from BMW FINANCIAL SERVICES (GB) LIMITED trading as ALPHERA financial services ("BMW").

What happened

Mr P entered into a hire purchase agreement with BMW for the supply of a used car in December 2022. The car was around five years old at the time and had covered approaching 47,000 miles.

In 2025 he tried to sell/part exchange the car, but the dealer declined to take the car saying that there was a mileage discrepancy on previous MOT's. He complained to BMW and they responded with their final response letter (FRL) in August 2025, not upholding the complaint. They said that they had forwarded his complaint to the broker/supplying dealership involved as it was their responsibility to answer it, and they offered him £100 as a goodwill gesture for delays he had experienced getting this answer.

He brought the complaint to our service at which point there was some discussion about whether BMW were responsible for answering the complaint. After this was confirmed, an Investigator here issued a non-uphold view, explaining that they could see there was a discrepancy in MOT recorded mileage from 2020-2021, but it was likely just a keying error, and the supplier/dealer were not legally responsible for checking previous MOT records on the database prior to sale, but a consumer could check it themselves.

They said there was no evidence of a misrepresentation here, or a misrepresentation by omission. Mr P didn't accept this and asked for an Ombudsman to make a final decision. He said that it was clear a misrepresentation by omission had happened as he hadn't been told the information about the MOT mileage history when acquiring the car and referenced guidance by trading standards and other organisations to back up this was illegal.

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 the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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 P was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

I'm afraid I agree entirely with the Investigators opinion here and there is little more I can add. Mr P has argued that a misrepresentation by omission has occurred and said that the fact that the car was advertised with a material discrepancy but that a consumer is responsible for finding it undermines the entire purpose of consumer protection. I don't agree with this argument.

It takes 20 seconds for anybody to look up the MOT history of a vehicle online, which shows that the mileage recorded in 2020 for the MOT was 37,012 miles, in 2021 it was recorded as 30,700, and in 2022 was 40,993 miles. This is almost certainly a keying error; one of the garages has typed the wrong figure in by mistake when uploading the information. There are avenues to try to put this right, whereby the testing garage can be identified, and attempts can be made to correct it. I've seen no evidence that Mr P has attempted to do this.

He's provided evidence of one garage choosing to not accept the car in part exchange and their email describes the mileage difference as a "huge discrepancy". I don't agree that it's a huge discrepancy, and I'd also say that the chances of someone somehow clocking or altering the mileage on a vehicle and it only then being a few thousand miles difference is almost negligible.

I've seen no evidence to suggest that the car's mileage now does not match its current state of wear and tear. It is most likely that the original mileage provided in 2020 was wrong, perhaps meant to be keyed as 27,012, but we may never know that. It could equally have been keyed wrong in 2021.

Ultimately, Mr P has argued that this should have been disclosed by the supplier, and it isn't treating consumers fairly if they don't do this. But he could have checked this information himself in seconds, and there is no legal requirement for the supplier to check this information. It may be recommended by trading standards, or in guidelines as he's quoted, but that is very different to saying it's a legal requirement and means that under the relevant law, the car has been misrepresented.

I think the same point applies to the argument that the supply of the car has been misrepresented to him because of the omission. Mr P has said that the omission, the fact he wasn't told about this information, was a material fact affecting the value of the car. But I've seen no evidence that it affects the value of his car, just that one specific dealer has sent him an email declining to buy the car from him and referencing this information. Many other dealers and consumers will likely recognise that it's a minor keying error and the value is unlikely to be affected in the ways he describes.

I'm sorry that Mr P is unhappy, but I'm not persuaded any misrepresentation has occurred here, or that the supplier has failed in any way by not disclosing this information when he's acquired the car. The information was easily available to him in public records, and I'm also not persuaded it has the impact he believes it does on the resale of his car. I won't be asking BMW to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 March 2026.

Paul Cronin
Ombudsman