

The complaint

Mr F says that a car supplied to him under a hire purchase agreement with Black Horse Limited trading as Land Rover Financial Services was misrepresented, and the actual mileage was more than he was advised at the point of supply.

What happened

In March 2021, Mr F was supplied with a used car through a hire purchase agreement with Black Horse. He paid an advance payment of £2,000 and the agreement was for £19,450 over 60 months; with monthly payments of £408.27. At the time of supply, the car was around five years old and had done 16,201 miles (according to the agreement).

In 2025 Mr F tried to sell the car to an online car dealership, but they advised him there was a mileage discrepancy – the MOT record for 24 April 2019 recorded that the car had done 28,969 miles, which was more than was showing on the odometer when the car was supplied to Mr F. So, he complained to Black Horse.

Black Horse didn't uphold the complaint, saying there was no evidence the mileage on the car had been tampered with. Unhappy with this response, Mr F brought the matter to the Financial Ombudsman Service for investigation.

Our investigator considered the mileage record from both the MOT and service records, and they didn't think there was evidence to support the car had been mis-sold to Mr F. He didn't accept the investigator's opinion, so the matter 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 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 F 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.

When considering this matter, I've also taken into consideration section 56 of the Consumer Credit Act 1974. This 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 (including the advert) and representations made. This means that, in this case, any discussions, communication, or representations made by the

supplying dealership in respect of the mileage were done so as an agent of Black Horse, for which Black Horse remain liable.

This is also a complaint about misrepresentation. For misrepresentation to be present there must (a) have been a false statement of fact (either directly or by omission), and (b) that false statement of fact must have induced, in this instance, Mr F to have financed this particular car with Black Horse. Misrepresentations can be fraudulent (where a false statement of fact is made by someone knowing it's untrue), negligent (where a false statement of fact is carelessly made without reasonable grounds for believing it to be true), or innocent (where the false statement is neither negligent nor fraudulent).

I've reviewed the MOT record for the car supplied to Mr F, which confirms the following:

- MOT test on 24 April 2019 – 28,969 miles
- MOT test on 9 July 2020 – 14,279 miles
- MOT test on 4 March 2021 – 16,201 miles
- MOT test on 15 March 2022 – 27,021 miles
- MOT test on 13 March 2023 – 34,076 miles
- MOT test on 18 March 2024 – 48,073 miles
- MOT test on 17 March 2025 – 54,226 miles

Based on this, I'm satisfied there is a mileage discrepancy relating to the MOT test that took place on 24 April 2019. But this doesn't mean that the mileage on the car has been tampered with, and that the car has done more miles than are showing on the odometer. It's also possible that there was an error when the MOT test centre entered the mileage, and the actual mileage at the time of the MOT was something between 6,980 miles (the mileage showing on the service record for 10 April 2018) and 14,279 miles (the mileage showing on the service and MOT record for 9 July 2020).

I've also considered that an MOT certificate shows the mileage at the point of the current MOT and the mileage at the last three previous MOT tests. As Mr F was supplied with the car in March 2021, the MOT certificate he was provided with at the time of supply would not only have shown a current mileage of 16,201 miles, it would also have clearly shown the MOT recorded mileage of 14,279 miles on 9 July 2020, and 28,969 miles on 24 April 2019.

What's more, when Mr F had the next MOT done on 15 March 2021, the mileage record for 24 April 2019 would also have shown on this certificate.

When purchasing a car, I wouldn't expect a consumer to ask if the mileage showing on the odometer was genuine, nor would I expect the supplying dealership to make a point of advising the consumer that it was – the odometer mileage is something both parties would usually assume to be correct. And, in his testimony, Mr F hasn't said that he queried with the supplying dealership if the mileage was genuine, or that they specifically told him it was.

Therefore, the only mileage information provided by the dealership when the car was supplied was the MOT certificate for 4 March 2021. And, as I've said above, this would've clearly shown the mileage discrepancy related to the 24 April 2019 MOT test. So, Mr F ought reasonably to have been aware there was a mileage discrepancy when the car was supplied to him. Given this, I'm not satisfied there was a false statement of fact relating to the mileage and, without any such false statement, there has been no misrepresentation.

For completeness, I've also considered the Consumer Rights Act 2015. Section 9(4) of this act is clear that, where a consumer has had the opportunity to examine the goods before or at the point of purchase, and where there is a clear and obvious defect, or when an

examination ought to have revealed a defect, then there is assumed acceptance of that defect, and it doesn't make the goods of an unsatisfactory quality at the point of supply. I think it's reasonable that this would extend to the key supporting document that confirmed the car was roadworthy at the point of supply i.e. the MOT test certificate.

As such, by accepting the car and not querying the mileage discrepancy that clearly showed on the 4 March 2021 MOT certificate, it is assumed that Mr F accepted the car had a mileage discrepancy, and he's unable to now say the car wasn't of a satisfactory quality when it was supplied as a result.

As I've said above, it's also the case that, when Mr M had the car MOT'd on 15 March 2022, the MOT certificate he would have received would also have clearly shown the mileage discrepancy. So, if Mr F hadn't for any reason seen the mileage discrepancy on the MOT certificate supplied with the car, he would have been reasonably aware of it on 15 March 2022. And, if that was the case, then I would have expected him to raise this matter then. But he didn't do so, which shows me that he either already knew of and accepted the mileage discrepancy, or that, on becoming aware of the mileage discrepancy in March 2022, at that point he accepted it.

Therefore, for the reasons given, and while I appreciate this will come as a disappointment to Mr F, I'm not satisfied the car was misrepresented at the point of supply, nor that the mileage discrepancy made the car of an unsatisfactory quality when it was supplied. So, I won't be asking Black Horse to take any further action.

My final decision

For the reasons explained, I don't uphold Mr F's complaint about Black Horse Limited trading as Land Rover Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 12 March 2026.

Andrew Burford
Ombudsman