

## **complaint**

Mr P took out a hire purchase agreement for a used car with Carfinance247 Limited. He says the car's mileage was misrepresented to him.

## **background**

Mr P's hire purchase agreement started on 2 October 2017. Mr P says prior entering into the hire purchase agreement he saw an advisement for the car online. He says the car's mileage was shown as 96000 miles. But after signing the agreement he saw the mileage was actually in excess of 99000 miles. Mr P wants his monthly payments to be reduced to reflect the difference in mileage.

Carfinance247 has said that after reviewing the advertisement Mr P had sent and relied upon, it noted it didn't specify which car it referred to. So it felt it wasn't sufficient evidence to say Mr P's car was advertised with a different mileage to that which is recorded on its records. So it didn't uphold the complaint. Mr P remained unhappy and brought his complaint to our service.

Our investigator looked into the complaint but he didn't recommend that it be upheld. He said on balance he felt it was likely it was Mr P's car which he saw advertised. But he felt it wasn't reasonable for Mr P to solely rely on an online advertisement when considering the mileage. The investigator also said the invoice which Mr P had signed specified that the mileage was 99031. So overall he said Mr P should have checked the mileage when he viewed the car. And ensure it matched what was listed on the invoice.

Mr P didn't agree and asked for the case to be passed to me to consider.

## **my findings**

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 agree with the investigator's opinion for broadly the same reasons. I will explain why.

I've reviewed the hire purchase agreement and I can't see that the mileage has been listed. But the invoice Mr P signed on 4 October 2017 when the car was collected clearly states that the mileage was 99031.

I appreciate that Mr P says the car he saw advertised online was the car he purchased. And the advert listed a lower mileage than his car had. Whilst I don't dispute Mr P's version of events I can't be certain the advertised car was the same car Mr P purchased. I say this because I haven't seen any information such as registration number or chassis number listed on the advert to prove the advertised car was Mr P's.

Mr P didn't purchase the car online. So he had the opportunity to view the car before entering into the hire purchase agreement. With that in mind I think it's reasonable to conclude that Mr P had the opportunity to check the mileage of the car and ensure it matched what was listed on the invoice before signing it. He also had the opportunity to ensure he was happy with the terms listed on the hire purchase agreement. As such, I don't think it's fair to ask Carfinance247 to reduce Mr P's monthly payments to reflect the difference in mileage.

**my final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 September 2018.

Jade Rowe  
**ombudsman**