

## **complaint**

Mr T acquired a used car in April 2011 by hire purchase with BMW Financial Services (GB) Limited (BMWFS). He voluntarily terminated this agreement in November 2013, and complains that he was then charged over £700 for excess mileage.

## **background**

Mr T said he agreed with the person who sold the car to him that the maximum annual mileage would be between 13,000 and 14,000. However, the agreement he signed showed an annual figure of 8,000 miles, and the sales person had by then left the dealership at which the sale was agreed.

The hire purchase agreement was for 49 months. It said the car's mileage on delivery to Mr T was 12,000, and the maximum total mileage (in May 2015) was 44,667. It also said that excess mileage would be charged at 4.47 pence per mile.

BMWFS said the car's actual mileage on return was 48,687, and the (pro rata) maximum allowable mileage (in November 2011) was 32,667. That gave an excess mileage of 16,020, and resulted in a charge of over £700.

Our adjudicator did not think the complaint should be upheld. She noted the figures set out in the agreement. She also noted there was no evidence to support Mr T's statement that he agreed a higher maximum annual mileage with a sales person. She said that it was reasonable to believe Mr T had read the agreement, which he had signed, and that Mr T was bound by it.

Mr T disagreed with our adjudicator, saying that the agreement was mis-sold. He also questioned the way in which the excess mileage charge had been calculated, saying that the figure should be closer to £500.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and the wider circumstances.

Based on the evidence available, and on balance, I am unable to conclude that a higher maximum annual mileage was agreed at the point of sale. I have also carefully checked the excess mileage charge calculation, and found it to be reasonable.

Therefore, I find that I have come to the same conclusion as our adjudicator.

## **my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford  
**ombudsman**