

The complaint

Mr D complains about the quality of a used car that was supplied through a hire purchase agreement with Mercedes-Benz Financial Services UK Limited (MBFS).

What happened

In August 2024, Mr D acquired a used car through a hire purchase agreement with MBFS. The car was three years old and had travelled 31,297 miles when it was supplied to Mr D. The cash price of the car was £25,500. A deposit of £7,632.56 is listed on the agreement. So the total amount financed on the agreement was £17,867.44 payable over 48 monthly repayments of £333.27 and a final optional purchase payment of £9,200.

Mr D said that within three days of acquiring the car requested a rejection of it as it wouldn't charge on a fast charger. Mr D said MBFS refused to facilitate a rejection and instead attempted to repair the car.

After initially having some issues identifying the fault, MBFS diagnosed an issue and required a part to be delivered.

Mr D collected the car but experienced further issues with a reduction in the level of charge. He said he was only receiving about 180 miles from a full charge as opposed to 230 miles when he first acquired the car, and the charging time on the fast charger had significantly increased. Mr D said MBFS had fitted a module which he believes had slowed down the car's charging capabilities. He said a further request to reject the vehicle was declined by MBFS. Mr D said the situation is affecting his ability to carry out his job effectively. He wants to reject the car and have his money returned to him.

In November 2024, MBFS issued their final response. In summary, it said the complaint was upheld but they would not support a rejection of the car because they believed they were entitled to repair it. MBFS offered Mr D £150 in compensation for the distress and inconvenience caused. The response also confirmed the car went into the dealership on 29 August 2024 for a fault relating to fast charging.

Unhappy with their decision, Mr D brought his complaint to our service where it was passed to one of our investigators to look in to.

In January 2025 Mr D told the investigator that he was selling the car after only five months of ownership, due to the issue with the mileage range.

Our investigator recommended that Mr D's complaint should not be upheld. The investigator explained in their assessment that although a fault was confirmed, it appeared to have been successfully repaired as there was no evidence that the fault recurred.

Mr D didn't accept the investigator's assessment. He said he felt it was unfair that he would lose out as MBFS were not providing the necessary evidence of the issues. However, as the investigator's assessment remained unchanged, Mr D asked that his complaint be referred to an ombudsman for a final decision.

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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

Mr D complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr D's complaint about MBFS. MBFS is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

My starting point is that MBFS supplied Mr D with a used car that had travelled 31,297 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new car with lower mileage; and that there may be signs of wear and tear due to its usage. Having said that, the car was priced at £25,500 which isn't insignificant. It also wasn't a particularly old vehicle. So, I think a reasonable person would expect it could offer a reasonable duration without any major issues.

From the information provided I'm satisfied there was a fault with the car's fast charging port. This is confirmed on the MBFS job card dated 29 August 2025. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

Satisfactory quality

Firstly, I acknowledge Mr D asked to reject the car after the first three days of acquiring it, and that under the CRA one of the available remedies for a breach of contract is the ability to reject the goods within the first 30 days. However, I think it's fair to say Mr D's actions appear to have shown a degree of acceptance of MBFS's request to repair the issue with the fast-charging port. For example, I haven't seen that Mr D declined MBFS's attempt at repair, or that he raised a complaint about MBFS' refusal to accept rejection. Mr D, however continued to use the car for more than an additional 2,000 miles and subsequently pursued a complaint about the car's range once he realised it wasn't offering what he expected. So, I've focussed my decision on the concerns relating to the range of the car and the possible cause of it.

Mr D raised the issue with his car not being able to charge with a fast charger three days after being supplied the car. The job card dated 29 August 2024 confirms the issue and confirms that a software update was carried out to resolve it. In their final response, MBFS

confirmed the issue with the fast-charging port, and what the dealership did to resolve it. MBFS upheld Mr D's complaint at that point and advised that they were entitled to repair the car.

Mr D has said that since the software update the charge range has significantly decreased. He believed it was the initial diagnosis and investigation which had created further problems with the car's battery range. Mr D says when he purchased the car it was charging to its full capacity of 230 miles and after having the car returned to him, he's been only able to get a charge which provides 160-180 miles an even less if he uses certain other functions on the car which draw energy from the battery.

MBFS has provided job cards from September 2024, November 2024 and January 2025. Each job card details the issue Mr D has raised but neither of them confirm that a fault exists or that a fault of the nature reported has been repaired. As such I've seen no evidence that an issue relates to a fault with the car's battery range.

There are various factors that can affect the mileage range of an electric car, even if it's supposed to offer around 230 miles. Things like how fast the car is driven, the outside temperature, the use of heating or air con, and the type of road being driven on can all make a difference. This includes tyre pressure and the weight in the car can play a part. In this case, Mr D says the range being 160 to 180 miles could be down to any combination of those things. I've seen no expert evidence which confirms there's a fault with the car's range. I acknowledge the images provided by Mr D show a lower range than what Mr D says it should be, but it also doesn't confirm that a fault exists, so I'm unable to draw any firm conclusions from it.

In addition, Mr D provided an image which shows a full charge providing 228 miles, the date on the image is 30 August 2024 which is after the car received its repair from MBFS. So, I'm not persuaded the charging capacity or range of the car was adversely affected by anything that MBFS had done when the car was with them in August 2024.

I recognise Mr D feels strongly about this, as it's led to him returning the car and acquiring a new one which provides a better range. However, although I don't doubt what Mr D has experienced, I haven't seen any conclusive evidence that a fault existed with the car, following its repair in August 2024.

As I've concluded that MBFS has successfully repaired the car following the issue with the fast-charging port, I don't require MBFS to take any action in respect of this complaint.

My final decision

Having thought about everything above along with what is fair and reasonable in the circumstances I don't uphold Mr D's complaint about Mercedes-Benz Financial Services UK Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 July 2025.

Benjamin John
Ombudsman