DRN-5512389

The complaint

Mr J has complained about charges made by Mercedes-Benz Financial Services UK Limited ('MBFS') at the end of his car hire agreement.

What happened

Mr J entered into a car hire agreement with MBFS. But, at the end of the agreement, when he returned the car, he was charged £335.75 for alloy wheel damage and an unreturned literature pack. He feels the charge for the literature pack is unfair, because he had it in his possession. Had he been informed that it needed to be returned, he would have done so. And, he's offered to do so subsequently.

MBFS says it was made clear that the pack needed returning. It has now replaced it itself.

One of our investigators looked into what had happened. He didn't think MBFS had made it sufficiently clear that the pack had to be returned with the car, so he felt the charge was unfair. He said information about return expectations - particularly where charges may be applied - should be readily available to consumers at the appropriate time and in a clear, accessible format. It shouldn't be something they are expected to search for within FAQs or other online resources, especially when those resources aren't referenced in the return documentation.

MBFS disagreed. It said the hire agreement clearly confirms the item was to be returned and its website also shows this. There is also no logical reasoning for a customer to retain the item.

The complaint's now been passed to me.

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.

I can see that the hire agreement does refer to the return of the handbook. Having said that, I think this should also have been made clear at the point of collection. Mr J was keeping it in his house, as it didn't fit in the glovebox. This is a minor oversight, and I think it somewhat heavy-handed for MBFS to have charged for it, without first reminding Mr J – who I'm satisfied would then have immediately returned it.

Putting things right

To put things right, MBFS should remove the £65 charge, and ensure it isn't reflected on Mr J's credit file.

My final decision

It's my final decision to uphold this complaint. I require Mercedes-Benz Financial Services UK Limited to take the actions set out above, in the section entitled 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr J to accept or reject my decision before 8 September 2025.

Elspeth Wood
Ombudsman