

The complaint

Mr C complains that a car he acquired through a personal contract plan financed by Mercedes-Benz Financial Services UK Limited trading as Mercedes-Benz Finance ('MBFS') is of unsatisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr C acquired a brand-new car under a personal contract plan (PCP) in February 2024. He says soon after acquiring the car, when it rained the doors on the vehicle were leaking. He reported the issue, and repairs were undertaken but they didn't rectify the problem.

Mr C complained but MBFS didn't uphold the complaint. In short it didn't support rejection, it said it had one opportunity to repair and didn't think the repair had failed. But in any event, it recognised Mr C would've suffered some inconvenience and so offered £250 compensation.

Our Investigator looked into things and didn't recommend MBFS needed to do anything to put things right. In summary he said the car was of satisfactory quality when supplied and didn't think the leak Mr C complained of was a fault that made the car of unsatisfactory quality.

As an agreement couldn't be reached the complaint 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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr C, but I will explain my reasons below.

The PCP agreement entered by Mr C is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. MBFS is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr C entered. Because MBFS supplied the car under a PCP agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr C's case the car was acquired new, so I think it's fair to say that a reasonable person would expect the level of quality to be higher than a used or more road worn car. And that it would be free from defects for a considerable amount of time, the cars condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price. The difficulty in this case is determining whether there is actually a defect or fault that would allow me to conclude the car was not of satisfactory quality.

Mr C has said water drips onto the seats after it has been raining and when the doors are opened. I'm satisfied this is the case as Mr C has provided photographs and MBFS has confirmed the car has previously been in for repair for this issue. The seals of the doors had been replaced but despite this the issue persisted. MBFS has refers to certain models of its brand, including Mr C's model of car as experiencing this issue as a characteristic. Specifically, it said:

'As per advice from Mercedes Benz technical this is a characteristic of the model and not a fault, when opening the door excess water caught in drain channels will drip onto the seat and this is a "series status" or characteristic'.

When considering the overall circumstances of this complaint, which includes the expectations around a new car I accept there could be reasonable grounds to conclude a car experiencing this issue was not of satisfactory quality. However, the difficulty here is the lack of evidence that in my view demonstrates the severity of the issues Mr C is experiencing.

As I said, Mr C has provided some photographs showing some water drops on the car seat, but I'm not persuaded this is a significant amount of water and an amount which would be considered unreasonable given that water can from time-to-time drip into the car after there's been heavy rainfall. This is not in my view enough to demonstrate an excessive water ingress being caused by this characteristic.

I've considered the repair attempt carried out by the dealer to try and rectify the issue, that being replacing the seals on the door and checking the door alignment. And I accept this may add weight to something being wrong with the car. But thinking about things in the round, I'm not persuaded this is enough to make me change the opinion I've reached.

So, based on what I've seen, and while I appreciate this will come as a disappointment to Mr C, I think it's more likely than not that the issue Mr C is experiencing is as a result of a characteristic of the car, and not because of any fault, As such, I'm satisfied the car was of satisfactory quality when it was supplied to Mr C and I won't be asking MBFS to do anything more.

My final decision

For the reasons I've explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 October 2025.

Rajvinder Pnaiser
Ombudsman