

The complaint

Mr R complains that the car he acquired through Mercedes-Benz Financial Services UK Limited ("MBFS"), wasn't of satisfactory quality. He says the car was mis-sold and he wants to reject it.

What happened

Mr R entered into a PCP agreement in June 2023 to acquire a used car. The cash price of the car was £41,890, and after taking account of the advanced payment, the credit provided totalled £35,890. The total repayable was £54,956.04 and was to be repaid through the credit agreement which was set up over a 48-month term with monthly payments of £551.48. At the time of acquisition, the car had already been driven more than 21,000 miles and was more than two years old.

Mr R told us:

- His complaint relates to the mis-selling of a car; after around six months of use, he noticed a significant drop of in fully charged attainable mileage;
- he contacted the supplying dealership on 27 January 2024 and was told that the battery's performance can be affected by cold weather conditions;
- the reduction in charge is around 20% - from the 220-mile range he expected to around 176-mile range in winter;
- this is an unacceptable level of performance deficiency not to have been highlighted at the point of supply and equates to his being mis-sold the car;
- he wants to reject the car and end the finance agreement.

MBFS rejected this complaint. It said *"The advertised range of all vehicles are produced as an industry standard using the WLTP method. This tests the vehicle against real world parameters and is designed to give a more accurate indication of the maximum miles you could achieve. This figure is not designed to evidence exact figures and is used as a comparison tool"*

MBFS went on to explain that there are a number of variables that will affect the range that any individual driver might achieve, and it said this included *"the temperature / weather conditions, how the vehicle is loaded, traffic conditions and driving styles and journey types...the usage of consumable electric systems within the vehicle such as air conditioning/heating, heated seats or screen demisters can also reduce the range slightly"*.

It concluded by saying that *"when a battery is operated in colder temperatures, this can result in a slightly reduced battery capacity or a less efficient charge. The range is therefore slightly reduced at that time and will improve when temperatures return to a higher level. As a general rule, EV range is slightly reduced during winter..."*.

MBFS told this Service that the supplying dealership has reported that had not seen the car since it was supplied to Mr R, so it had not been able to ascertain whether or not there was a fault with the battery, and in the absence of evidence confirming a fault with the battery, it would not accept rejection of the car. The supplying dealership noted that the car's MOT

records indicated that Mr R had driven around 20,000 miles in the 16 months he'd had the car and had not referenced a *fault* with the car battery.

Our Investigator looked at this complaint and said he didn't think it should be upheld. He said he'd seen no evidence that Mr R had been misinformed about the range the car could achieve. And because of this he couldn't conclude that the car had been misrepresented or mis-sold. Put simply, he'd seen no evidence that suggested the goods supplied were not as described.

He explained the relevance of the Consumer Rights Act 2015 in the circumstances of this case in determining whether the car was of satisfactory quality at the point of supply. He noted that the vehicle health check dated March 2025 recorded no issues with the battery or components in the EV Check section of the form. And in the absence of any further evidence from Mr R that showed there was a fault with the battery or its charging components that was present or developing at the point of supply, he also was unable to conclude that the car was not of satisfactory quality at the point of supply.

Mr R disagrees so the complaint comes to me to decide. He says our Investigator misrepresented his complaint, and he's never claimed that there's a fault with the car. He says that the car was mis-sold to him on the basis that the performance deficiency of the battery was not disclosed.

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 agree with our investigator – I don't think this complaint should be upheld, and I'll explain why.

I hope that Mr R won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an *informal* dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Mr R should note, however, that although I may not address each individual point that he's raised, I have given careful consideration to all of his submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

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

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

In this particular case, I'll consider that Mr R's car was described as 'used'. I'm satisfied this means a reasonable person wouldn't expect the car to have been in the same condition as a

brand new one. But I think given it cost over £40,000 and had covered around 20,000 miles, I do think they would've expected it to be free from anything other than minor faults and that they would expect trouble free motoring for some time.

The CRA also states that under a contract to supply goods, goods must *match the description*. So what I'm going to consider here, in relation to the issue with range Mr R complained about, is whether the car was of satisfactory quality and whether it matched any description given.

Mr S says he expected the car to be able to do around 220 miles on a full charge, but he says it only achieved around 176 miles – a difference of more than 20%. I should point out there is a lack of any evidence here beyond Mr R's testimony. I have not seen what the car's advertised range was. I also haven't seen what range the car was achieving on a regular basis. And I haven't seen any evidence of the conditions Mr R was using the car under, which can have a large impact on an electric car's range.

So, thinking about the lack of evidence here, I haven't seen enough to persuade me that there was either a fault with the car or battery that was causing a lower-than-expected range, or that Mr R was given a description of the car that was incorrect. It follows I'm satisfied the car was likely of satisfactory quality.

I should explain, however, that even if I simply took what Mr R said about the range that should be achieved and the range he says the car is achieving at face value, I would still reach the same conclusion. I'll explain why.

I've seen an earlier response from MBFS to Mr R that explains its advertised ranges are based on the Worldwide Harmonised Light Vehicle Testing Procedure ('WLTP'). Given the lack of evidence, I've assumed when Mr R says the car's expected range was 220 miles, this is the figure he refers to. The WLTP is a standardised test that is used to compare different cars. It can be viewed as a car's *maximum theoretical* range under *ideal test conditions*.

But, in the real world, Mr R wouldn't have been using the car in the same *ideal test conditions*. The car's range would be affected by things such as, but not limited to, tyre pressure, ambient temperature and weather, battery temperature, load, heating or air conditioning and the use of other electric systems, Mr R's driving style and the type of journeys he made. The range of the car would also very likely go down over time as the car aged, and I've noted that at the time Mr R first complained to the supplying dealership – January 2024 – the car was approaching three years old.

So, even if I were persuaded that the car was advertised with a range of 220 miles, I would expect the car's 'real world' range to be somewhat lower. This means that even if I accept everything Mr R said, I still think it's likely the car is performing as it should. And I haven't seen enough to persuade me when it was *new*, it couldn't have achieved the presumed WLTP range if it was being driven under the ideal test conditions.

So, I still think the car was of satisfactory quality and was not misdescribed or mis-sold.

Now it's possible the car battery is faulty, and this is affecting the range of the car when fully charged. So although Mr R is insistent that he's not complaining about a fault with the car battery, I have considered this out of fairness to both Mr R and MBFS.

The CRA says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless MBFS can show otherwise. But, if the fault is identified *after* the first six months, then it's for Mr R to show the fault was present or

developing when he first acquired the car. So, if I thought the car was faulty when Mr R took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask MBFS to put this right.

In this particular case, Mr R first complained about the range of the car more than six months after it was supplied, so it's for Mr R to *prove* that a fault with the battery and its range existed (or was developing) when he first acquired the car. And I haven't seen anything, for example, an independent engineer's report, that shows me that there is a fault, and that it was present or developing when the car was supplied to Mr R. Because of this, I'm not persuaded that Mr R's car was of unsatisfactory quality when supplied.

Taking account of everything in the circumstances of this case, I do not uphold this complaint. I'm not persuaded that the car was mis-sold or that it was not of satisfactory quality when supplied.

I know Mr R will be disappointed with the outcome of his complaint, but I hope he at least understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 September 2025.

Andrew Macnamara
Ombudsman