DRN-5762354

The complaint

Mr W says Mercedes-Benz Financial Services UK Limited (MBFS) incorrectly charged him for excess mileage at the end of his agreement . He would like this rectified.

What happened

Mr W says when he took out his finance agreement with MBFS he agreed a 12000 annual mileage allowance as evidenced by a demand and needs statement he signed at the time.

He says when his agreement was coming to an end MBFS told him the mileage allowance was only 10000 miles. Mr W says MBFS never advised him of any change to his agreement .

Mr W would like MBFS to honour his original agreement for an allowance of 12000 miles.

MBFS said that Mr W had various quotes but went ahead with a contract that stated a 10000 mileage allowance as did the pre contract information.

Our investigator considered all the information provided and felt Mr W's complaint should be upheld. He found Mr W's testimony clear and persuasive, noted an error in the monthly payment figure between the duty of care document and the agreement and felt it was likely there had been an inputting mistake with the mileage allowance.

He recommended that MBS should only charge excess mileage for miles driven over the agreed annual mileage of 12000 miles

Mr W accepted this view but MBFS didn't

MBFS reiterated that Mr W hadn't signed the demands and needs documents and felt this was likely to have been one of several Mr W received during the sales negotiation process. It felt more weight should be given to the signed agreement which stated an agreed annual mileage of 10000 miles.

Our investigator considered these points but didn't change his view

I issued a provisional decision in which I concluded:-

- Mr W understood he had agreed an annual mileage allowance of 12000 miles. However at the end of his contract he discovered his agreement was only for 10000 miles per annum leaving him with a larger excess mileage bill than expected.
- It wasn't possible for Mr W to evidence the conversations he had when he took out his agreement, so I had to base my decision on the documents that have been provided.
- There were four key documents – the confirmation of demands and needs document, the duty of care document, the pre contract information and the finance agreement.

- The confirmation of demands and needs document stated an expected mileage of 12000 miles per annum. The document wasn't signed. In itself I didn't think that was an issue. However the photograph Mr W sent shows this document attached to a finance agreement , the quality of which was such that I couldn't be sure if it was the actual agreement Mr W signed or not
- I accepted Mr W had one document, with a stated 12000 annual mileage figure.
- The duty of care document stated an annual allowance of 10000 miles but had a significantly higher monthly payment figure. The document had been signed by Mr W via an SMS message. I didn't feel I could place much weight on this given there was a significant discrepancy not only in the mileage figure stated but also in the monthly payment figure and the actual finance agreement Mr W signed.
- As Mr W told us he received the duty of care document the day after he got the car I would have expected him to raise the discrepancies at the time but he didn't do so.
- It didn't necessarily follow that different figures on the confirmation of needs and the duty of care document necessarily meant the figures on the contract and pre contract information were wrong.
- The pre contract credit information clearly noted on page 2 under 'any other costs deriving from this credit agreement ' that the agreement was based on an annual permitted mileage of 10000 miles. We would expect pre contract information to be provided, Mr W hasn't disputed he received this document so I believed he did get it.
- The finance agreement Mr W signed stated on the first page that the annual permitted mileage was 10000 miles.
- Given the discrepancies in some of the documents I thought the most persuasive and consistent documents were the pre contract information, and the finance agreement Mr W signed both of which stated an annual mileage allowance of 10000 miles.
- Ultimately It was Mr W's responsibility to check the information in these documents was correct. I thought the information in the pre contract and agreement was clear in that the agreed mileage was 10000 per annum. On that basis I felt MBFS fairly charged for excess mileage..

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.

MBFS has not responded to my provisional decision with any new information for me to consider.

Mr W didn't accept my provisional decision. He has sent in a number of documents for me to consider along with a detailed timeline of events. I would like to reassure him that I have considered these very carefully.

The documents from the business Mr W provided are ones I have already seen. The emails between Mr W and MBFS, in the main do not relate to the issue in question i.e. the mileage agreement on the contract. They relate to issues such as confirmation of receipt of funds, delivery and insurance information .

They do however confirm that Mr W asked , a number of times, for copies of documents that he had either not kept at the time or not subsequently been able to access.

Mr W says this evidences his meticulous approach and I agree to an extent it does. So, I am surprised in the emails he has provided that I have seen no evidence of Mr W querying anomalies in the paper work or pursuing a copy of his agreement when he failed to receive it in April 2021.

The key documents remain the duty of care document, the demands and needs document part of the status disclosure document, pre contract information and the contract itself.

The demands and needs document , part of the status disclosure document was e signed by Mr W on 31 March 2021, it stated a mileage allowance of 12000 miles and monthly repayments of £531.26 . This accords with what Mr W has told us he agreed to .

This is not supported by the duty of care document e signed 16 April 2021 which states a mileage allowance of 10000 miles and a monthly repayment figure of £835. These figures may be incorrect or may support MBFS assertion that Mr W received a number of quotes.

Mr W says he doesn't recall signing the duty of care document and queries why he was sent it the day after he got the car. I can't comment on MBFS processes, however given all the documents were e signed I can only reasonably either accept they were all signed by Mr W or none were. As Mr W accepts he e signed other documents I think it's more likely than not that he e signed this one.

Given Mr W e signed the document the day after he received the car, for which he had an agreement for a lower mileage and monthly repayment figures, I am surprised he didn't query this at the time..

I think, as in my provisional decision, that I have to discount the duty of care document given the figures bear no relation to either the demands and needs or the pre contract information or agreement. However that in itself doesn't necessarily mean that the information provided in the pre contract information and contract is wrong.

Mr W said he never received any pre contract information. MBFS provided that as part of the information it sent to us as something Mr W would have received. It would be standard for that information to be sent to consumers however I can't be sure it was in this case as Mr W told us he didn't get it.

Mr W also told us he never got a hard copy of the finance agreement as he forgot to download it when he completed it. I can see from the email trail Mr W did request this in April 2021 from MBFS. MBFS sent a number of document to Mr W but not the contract but said it would send this when Mr W sent a chasing email later in April 2021

I am surprised, given Mr W has made a point of saying he is meticulous in his approach, and as he has evidenced requesting documents, clarifying issues and chasing responses in his emails, that he didn't pursue getting a copy of his finance agreement all the more so having received a duty of care document after he received his car with incorrect information on it.

I also think Mr W must have checked, before he signed the finance agreement that the details within that were correct not just assumed that they were.

Even if I accept Mr W didn't get the pre-contract information the contract itself does state what I believe to be the correct annual mileage allowance of 10000 miles.

Whilst there is no dispute that there are some anomalies with the paperwork to uphold Mr W's complaint I have to be persuaded that MBFS has done something wrong and I just don't feel I have the evidence to say this.

Ultimately the information Mr W has provided isn't new information and doesn't lead me to change my provisional view which was that the key documents are the pre contract information and contract both of which record an annual mileage allowance of 10000 miles. On this basis I cant reasonably ask MBFS to alter the excess mileage it has charged as it seems to me it has correctly charged for this.

My final decision

My final decision is that I don't uphold this complaint.

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

Bridget Makins
Ombudsman