

## **The complaint**

Mr A is unhappy as he feels a car financed using a hire purchase agreement from Mercedes-Benz Financial Services UK Limited trading as Mercedes-Benz Finance was misrepresented to him.

## **What happened**

In September 2024 Mr A purchased a car financed by a hire purchase agreement from Mercedes.

He said that he looked at the manufacturers website and saw the model he wanted had a blind assist feature. He explained that he had this feature on his current car and so it appealed to him and persuaded him to purchase the car. He made an enquiry to his local dealership and a test drive took place. Mr A says the car he test drove at the dealership had blind spot assist and an augmented reality feature. He says he was told that the car he drove would be the same specification as the one he wanted to purchase, and so Mr A went ahead with the sale.

After taking delivery of the car, Mr A found that the model he had didn't have blind assist. Unhappy he complained to the dealership who sent him the order sheet for his car which didn't list blind assist as a feature.

His complaint was then escalated to Mercedes. Mr A felt that as the car had been misrepresented he should be able to return it or swap it for a later model which had the blind assist feature. Mercedes issued their final response letter and said they didn't think the car had been misrepresented so didn't agree with Mr A's request.

Unhappy, Mr A brought his complaint to our service. An investigator looked into things but didn't think Mercedes had done anything wrong. She said she didn't think the car had been misrepresented during the sale as the order sheet didn't list blind assist as a feature. She also wasn't persuaded that the actions of the dealership induced him into the purchase. She noted Mr A was unhappy with the length of time Mercedes took to send him a final response letter. She said that BMW had told Mr A in the complaint acknowledgement that he was able to refer the complaint to our service in eight weeks. Overall, she didn't think Mercedes had done anything that warranted compensation.

As Mr A disagreed with the investigators view, the case has been passed to me to issue a 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.

Mr A has explained that he originally looked into buying his car using the manufacturers website. He said that it listed blind assist as a feature and so he assumed when he got in touch with the dealership, the model he chose would also feature it.

I've carefully considered what Mr A has said about the test drive he took. I've also seen an email chain between Mr A and the dealership. In the chain Mr A says:

"I went on the website and I thought the spec would be the same as what it said on the website, therefore I didn't ask any further questions."

And so, I'm not persuaded that a specific conversation about the blind assist feature took place with the dealership.

I've not seen evidence of what was listed on the website before Mr A ordered his car, but Mercedes has sent a brochure from this time. I can't see that blind assist for Mr A's car model is listed as a feature of the car in this brochure. I've also noted that it says that specification may vary.

I've noted that the car's order sheet, which was signed by Mr A doesn't list blind assist as a feature of the car.

Mercedes has also explained that the blind assist feature wasn't added to this model or car until after the September manufacturer date. So, while I can appreciate Mr A has sent extracts from the website showing the model has blind assist, this doesn't show that the website reflected this before Mr A acquired the car.

Bearing all this in mind, on balance, I'm not persuaded that the car was misrepresented to Mr A. I also think the same about the augmented reality feature. This is because I'm not persuaded this feature was one of the main reasons Mr A brought the car as he says he only found out about it during the test drive.

Mr A has mentioned that he had the right to cancel his agreement within the cooling off period. While this term allows him to withdraw from his finance agreement, I don't think it allows him to withdraw from the actual purchase of the car. And so, I don't think Mercedes has done anything wrong regarding this.

I know Mr A is also disappointed with the length of time it took for Mercedes to send him a final response letter about being able to reject his car. Mercedes explained to Mr A he could bring his complaint to our service after eight weeks. He ultimately has had his complaint investigated by both them and us. So, while I can appreciate Mr A's frustration, I don't think Mercedes needs to pay him compensation for this.

### **My final decision**

My final decision is that I don't uphold this complaint and so don't require Mercedes-Benz Financial Services UK Limited trading as Mercedes-Benz Finance to do anything further for the reasons I've explained.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 October 2025.

Ami Bains  
**Ombudsman**