

The complaint

Mr S complains that features he paid for on a car he has financed through an agreement with Tesla Financial Services Limited ("TFSL"), are not available. He says that the agreement was therefore misrepresented to him.

What happened

In December 2021, Mr S signed a conditional sale agreement with TFSL to acquire a brand-new car. The cash price of the car recorded on the agreement was £57,890, the agreement was for 72 months, made up of regular, monthly repayments of £632.77. The advance payment recorded on the agreement was £17,433. The description of the car on the order form from October 2021 showed it was purchased with an optional extra package called "*Full self-driving capability*" at a cost of £6,800.

Mr S's complaint is in relation to this particular package he took out when he acquired the car.

Mr S said that the manufacturer's website at the time said the optional package would evolve through software updates and allow, "*...to drive [the car] almost anywhere with minimal driver intervention.*" Mr S said this was a key factor in him deciding to purchase this optional extra, rather than another, cheaper package offered by the manufacturer.

Mr S complained to TFSL in April 2025 and asked for a partial refund equivalent to the package he purchased ("Package A") and the other package the manufacturer offered at half the price ("Package B"). Mr S said his request was declined. TFSL explained the improvements that had been made to Package A through software updates since Mr S acquired his car and they listed all the other features which were included in his package.

TFSL also said there was a disclaimer on their website which Mr S would have had sight of, which said that features and options purchased were dependant on market region and that his vehicle may not be equipped with all the features, or a feature may not operate as described. TFSL also said that the order form for the car explained that features which remained subject to regulatory approval may not have been included or available for the car. TFSL said that the features Mr S said haven't been supplied are subject to regulatory approval.

Mr S also said that it was widely reported that his type of car required a hardware upgrade to provide the benefits of what Package A was promised to deliver.

Unhappy with TFSL's response, Mr S referred his complaint to our service in April 2025. Mr S reiterated that it wasn't that he didn't receive any features, but that the additional capabilities between Package A and Package B was never delivered as promised.

Among other things, TFSL in their submissions to our service said that the quote Mr S provided of their website wasn't an accurate reflection of what it would have said at the time the car was supplied to Mr S. They said the quote Mr S gave more in line with what the website said more recently.

Our investigator didn't uphold Mr S's complaint. In summary, the investigator was satisfied that the manufacturer, through their website and owner's manual, and TFSL in their terms and conditions and the order form made it clear the advertised features of Mr S's package were subject to regulations in their respective market regions and were not guaranteed. The investigator also said that there had been no official announcement from the manufacturer in relation to any hardware upgrades being required for Mr S to use his package to its full capabilities.

Mr S didn't agree with the investigator's outcome. Among other things, Mr S thought the manufacturer's disclaimers on their website and documentation were generic in nature and couldn't override representations made during his sales journey. Mr S thought Package A should have been withheld and not offered if the advertised features couldn't be delivered.

As Mr S didn't agree with the investigator's view, the complaint was 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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr S complains about a car supplied to him under a conditional sale agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mr S's complaint about TFSL.

When considering what's fair and reasonable, I take into account relevant law, regulations and guidance. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This explains, in summary, that goods supplied must match the description given.

Section 56 of the Consumer Credit Act 1974 ("S56") is also relevant to this complaint. S56 explains that, under certain circumstances, a finance provider is liable for what was said by a credit broker or supplier before a credit agreement is entered into. I'm satisfied S56 applies here. So, I can consider what Mr S says he was told about the car and finance by the broker or supplier before he entered into the contract.

What I need to consider here is whether the car didn't meet a description or was misrepresented to Mr S. A misrepresentation would have taken place if Mr S was told a '*false statement of fact*' about the car, and this induced him into entering into the contract to acquire it when he otherwise would not have.

The crux of the issue here is that there are features of Package A which haven't been made available to Mr S's car. TFSL say it is because they are subject to regulatory approval. And Mr S believes the lack of these features essentially mean he has been supplied with Package B, but at the cost of Package A.

In reaching my findings, I have considered carefully what Mr S says he would have seen when he ordered the car online on the manufacturer's website. Alongside this, I have also considered what the other documentation has said which would have been supplied and available to Mr S before the car was supplied to him.

It's also important to note that the car Mr S acquired is available in other countries, as well as the package that Mr S took out. Mr S has referenced the features of the package which are available in different countries and how they are different to those available in UK. While I have noted Mr S's comments here, my role is to consider the circumstances specific to Mr S and what he would have seen during his sales journey.

There is a discrepancy between what Mr S says he saw when he ordered the car online, and what TFSL say he would have seen. Having said that, what isn't in dispute is that the website said below the package available:

"The activation and use of these features are dependant on achieving... regulatory approval, which may take longer in some jurisdictions. As these self-driving features evolve, your car will be continuously upgraded through over-the-air software updates. Please read the Owner's Manual [a link to the manual was provided] for further information."

I have noted that the statement above was listed prominently on the website, in a separate box, close to where Mr S would have selected to acquire the package.

The order form for the car, which Mr S would have sight of in October 2021, a couple of months prior to being supplied the car said:

"Options, features or hardware released after you place your order or that remain subject to regulatory approval, may not be included in or available for your Vehicle..."

Considering the statements above, I think they are clear in explaining that certain features contained within Package A, may not be available as they may be subject to regulatory approval. I also haven't seen anything to suggest that Mr S didn't receive software upgrades to the package supplied to him.

While I appreciate Mr S believes TFSL can't hide behind what he calls generic disclaimers, I don't think they were generic in nature, and I think they were clear in explaining that aspects of the package he acquired may be subject to regulatory approval.

I'm satisfied that a false statement of fact wasn't made. It follows that I don't think the car was misrepresented to Mr S. And similar logic to the above can be applied as to why I'm satisfied the car wasn't misdescribed to Mr S.

My final decision

For the reasons I've explained, I don't uphold this complaint. So, I don't require Tesla Financial Services Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 November 2025.

Ronesh Amin
Ombudsman