

## **The complaint**

Mr B says the car he bought through a hire purchase agreement with Mercedes-Benz Financial Services UK Limited (MBFS) was mis-sold.

When I talk about what Mr B or MBFS said or did, this includes what their representatives said or did.

## **What happened**

In March 2023, Mr B signed a hire purchase agreement with MBFS for a used car. The car was first registered in September 2019. At the time of sale, it had travelled 14,776 miles. Below are the key details of the agreement:

- Cash price: £29,404;
- Deposit: £8,921;
- Total amount payable: £36,405.60;
- 60 monthly payments: £457.91 per month;
- Option to purchase fee: £10 (due after 60 months).

Mr B believes the car was mis-sold to him because:

- He thinks the car was not worth the price, given its age and condition;
- He experienced faults with it, and he feels the resale value is much lower than expected.

MBFS replied to Mr B's complaint in November 2024. They said:

- The credit agreement was clear about terms, price, deposit, APR, and the total costs;
- Car values and resale prices can change due to market factors, which MBFS cannot control;
- Mr B had a responsibility to read and understand the agreement before signing.

MBFS concluded there was no mis-selling and did not uphold the complaint.

Mr B disagreed and referred the matter to the Financial Ombudsman Service (Financial Ombudsman).

Our investigator thought MBFS did not mis-sell the car.

Mr B disagreed, so the complaint came to me for a final 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence

available and the surrounding circumstances.

I have summarised this complaint very briefly, in less detail than has been given, and largely in my own words. If I have not mentioned something, it does not mean I ignored it. I focused on what matters to reach the right outcome. This reflects the informal nature of our service as a free alternative to the courts.

Mr B had complained about the car's quality previously. Another ombudsman decided that complaint was referred too late to consider. So here, I am only looking at whether the car was mis-sold because of its price or value.

To find misrepresentation, I would need to see that Mr B was told a false statement of fact that made him sign the agreement when he otherwise would not have done so.

The agreement clearly showed:

- The car's cash price: £29,404;
- Deposit: £8,921;
- Total payable: £36,405.60;
- 60 monthly payments: £457.91;
- Car's first registration date.

This information was clear and prominently featured (easy to see) in the documentation. Mr B signed the agreement. If something was wrong or unclear, I think, most likely, he could have asked before signing. If he was unhappy with the price or any of the other information, I think most likely, he could have chosen not to sign.

For me to say that the car was misrepresented, I would need to see that Mr B was told a false statement of fact that caused him to enter into a contract he would not have entered into otherwise. Based on the available evidence, I do not have enough to conclude that this is most likely what happened.

I should also point out that how the supplying dealership chooses to set a price it wants for a car, is their own commercial decision. Parties to an agreement have freedom of contract, as such they are free to negotiate and agree to their own terms, including the price. Provided the terms are clear and unambiguous it would not be fair or reasonable for me to rewrite the agreement on their behalf.

I have not seen enough evidence to be able to conclude, on balance, that the terms of the agreement were not clear or ambiguous. I have also seen no evidence that Mr B was, most likely, forced into the sale or that the car was misrepresented or mis-sold to him in any other way.

I understand Mr B feels strongly about this. However, based on the evidence, I do not think the car was misrepresented or mis-sold because of its price or value. As a result, MBFS does not need to take further action.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 January 2026.

Mike Kozbial  
**Ombudsman**