

The complaint

Mr P is unhappy with how Tesla Financial Services Limited handled issues he had after deciding not to take out a hire purchase agreement with them.

What happened

Mr P decided to purchase a car on 12 March 2025, as part of this, he arranged to take out a hire purchase agreement with Tesla.

He paid a £200 order fee to the dealership and began arrangements of setting up finance. He didn't sign the hire purchase agreement with Tesla, so it didn't become active. He did however, provide his banking details so a direct debit could be set up. These details were added to the car manufacturers app.

Mr P then decided to withdraw from the car sale on the 18 March 2025.

He asked the dealership to refund him the £200 order fee at this time too. Although they initially declined to do this, after further discussions, Mr P has indicated they agreed to the refund on 21 March, which was received by him on 2 April.

Mr P was also concerned that Tesla still had his banking details recorded on the app. Mr P says he received poor communication about this from Tesla. It also took them a long time to remove the details.

Mr P raised a complaint on 21 March; his complaint was acknowledged on 2 April and he received a response on 7 April.

Mr P says the way Tesla handled everything that happened exacerbated his mental health issues and caused him stress and anxiety.

Unhappy with how Tesla responded to his concerns, Mr P referred the complaint to our service. When he referred the complaint, he also explained to our investigator that he felt he was pressured into buying the car.

An investigator looked into things for Mr P and issued her view. She said that while she thought Mr P's details could've been removed from the app sooner, she didn't think Tesla needed to do anything further.

Dissatisfied with the investigators findings, Mr P asked for a decision to be issued, so the case was passed to me to review.

I was minded to reach a different outcome to our investigator. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision. In my provisional decision, I said:

Mr P has said Tesla failed to make reasonable adjustments for him the Equality Act 2010 because of his mental health conditions and therefore discriminated against him. He has explained that a reasonable adjustment would've been to resolve the reasons for his

complaint sooner. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law. I've also considered other relevant legislation (including Consumer Duty), but I've ultimately decided this complaint based on what's fair and reasonable.

First, Mr P has told us he's unhappy as he feels he was pressured into the sale of the car. I can't see he has complained to Tesla about this point. If Mr P wants to complain about that, he should do so to Tesla in the first instance.

I've considered what Mr P has said about the delay in receiving the £200 refund from the dealership, and how he feels he shouldn't have had to argue with them about whether it was due. While I understand his frustrations, he received the £200 within 12 working days of his request. I don't think this is an unreasonable amount of time.

Mr P is also unhappy with the length of time his banking details remained on the app. I can see he was told within 11 working days of first informing Tesla of the issue that no payments would be made using his details as his agreement was never formalised.

While Mr P had this reassurance, his banking details weren't removed until 21 August which I think is an unreasonable amount of time. I can see the banking details still being on the app caused Mr P stress, anxiety and exacerbated his mental health conditions.

Mr P has said he had to chase the outcome of his complaint multiple times and is unhappy with the service he received during this time.

I can appreciate that Mr P was anxious to get a resolution, but I don't think the majority of Tesla's responses to him were unreasonably delayed. I know Mr P is unhappy that he didn't receive an acknowledgement to his complaint within the required timeframe and wasn't given referral rights to our service. While I know this would've been frustrating, Mr P was aware of his rights to complain to our service, and he received a response to his whole complaint by 7 April. So, while I acknowledge Tesla could've done better here, I think overall, they responded to Mr P promptly and tried to resolve the issues he had.

I can't see that Mr P told Tesla that he required them to make reasonable adjustments. Because of this, I can't fairly say they failed to make them. I do however think Mr P made it clear that Tesla's actions were exasperating his mental health conditions and causing him stress and they should've been aware of this.

Mr P has also raised that Tesla has responsibilities under Consumer Duty, which sets a higher standard of care for firms engaging with their customers. Even if I didn't consider the higher standard of Consumer Duty, as already explained, I think Tesla has fallen short in how they've engaged with Mr P because of the delay in removing his details from the app.

I recognise that the extent of Mr P's conditions meant that what happened had more of an impact on him. And so, considering what I have said above, I think Tesla should pay Mr P £100 to acknowledge the distress and inconvenience caused. I can understand why Mr P wanted this issue resolved promptly as it was making his mental health conditions worse, and so I think the £100 acknowledges that Tesla should've removed the details sooner. Tesla responded to my decision and said they agreed with my conclusions.

Mr P disagreed. In summary, he said:

- He didn't think the amount of compensation reflected the Financial Ombudsman's published guidance.
- He said he disclosed his medical condition to Tesla and so they should have

contacted him to ask whether he required reasonable adjustments and adapted the way they communicated with him to prevent further distress.

- Tesla failed in their responsibilities under Consumer Duty and the FCA's guidance on fair treatment of vulnerable consumers.
- Mr P said that Tesla's handling of his complaint meant his health deteriorated and it wasn't short term stress, but that Tesla's mistake caused a long term and prolonged impact.
- He didn't receive a full response to his complaint because Tesla didn't respond to all his complaint points.
- Tesla didn't provide a reason about why it took them so long to remove his details from the app, and he feels they may have held his data deliberately.
- He feels the more appropriate level of compensation is £500.

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.

I appreciate Mr P's comments regarding the Equality Act, reasonable adjustments and the FCA's guidelines. I explained in my provisional decision that I thought Tesla were aware of Mr P's conditions. This is why I made the finding that they could've handled things better. I also explained that I took into account Tesla's responsibilities under Consumer Duty when reaching my outcome. I also considered how Tesla responded to Mr P's vulnerabilities when deciding on my outcome.

Mr P has disputed that Tesla didn't provide him with a full response to his complaint because they didn't explain to him why they didn't acknowledge his complaint within the required timeframe. I appreciate Mr P's point, but I don't think Tesla failing to address this point changes my findings here as they did provide an answer to his complaint, although I can appreciate Mr P was frustrated with what it covered.

I also acknowledge Mr P's point that the response from Tesla didn't provide a resolution because his details weren't removed from the app until much later. Tesla have explained the delay was due to technical issues when they tried to remove Mr P's details. I've already said that this delay was unreasonable.

Mr P has referred to our service's compensation guidelines in his response. Each case is decided on its individual merits and overall, whilst I've carefully considered Mr P's further comments, they don't change my findings here.

As Tesla agreed with my provisional decision, and Mr P's response hasn't changed my findings, my decision remains the same as my provisional one. And so, I think Tesla should pay Mr P £100 to acknowledge the distress and inconvenience they caused in the delay in removing his details from the app.

My final decision

My final decision is that I uphold this complaint and require Tesla Financial Services Limited to pay Mr P £100 for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 December 2025.

Ami Bains
Ombudsman