

## **The complaint**

Mr D complains that a car supplied to him under a hire purchase agreement with Mercedes-Benz Financial Services UK Limited is of unsatisfactory quality.

## **What happened**

In December 2023 Mr D entered into a hire purchase agreement with Mercedes-Benz Financial Services UK Limited (MBFS) to acquire a used car. The car was around nine months old, with a mileage of around 12,150. The cash price of the car was £65,479.00 with a deposit of £19,200.00 being paid. The total payable on the agreement was £76,979.92, payable over 48 monthly repayments of £1,203.54.

Mr D explained that he noticed a noise coming from the rear suspension area, and a major service light came on in February 2024. Mr D explained he took the vehicle in to the dealership for this to be looked at. Following this, Mr D has also explained he had to repeatedly take the vehicle back in for other issues as well as the noise never being fully fixed. He then said that in June the dealership had the vehicle as they were investigating a potential engine issue.

Mr D complained to MBFS, and had asked to reject the vehicle in March 2025. MBFS did not uphold the complaint as it considered there wasn't evidence to show the vehicle was of unsatisfactory quality at the point of supply. As Mr D disagreed, he brought his complaint to this service, where it was passed to one of our investigators.

The investigator did not uphold the complaint. It was their opinion that whilst the vehicle had some faults, these did not make the vehicle of unsatisfactory quality when it was supplied. Mr D disagreed with this and sent in further comments and information. This did not change the investigators outcome, and so I've been asked to review the complaint to make 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.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr D acquired a car under a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr D's complaint about MBFS. MBFS is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that “the quality of the goods is satisfactory, fit for purpose and as described”. To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle’s history.

In this case, Mr D acquired a car that was around nine months old and had travelled Around 12,150 miles. As this was a used car with this mileage and age, it’s reasonable to expect parts may already have suffered a little more wear and tear when compared to a brand-new car or one that is even less travelled. There’s a slightly greater risk this car might need repair and/or maintenance sooner than a car which wasn’t as road-worn.

I’ve reviewed the available evidence about the issues Mr D experienced with the car. Based on what I’ve seen, I’m satisfied that there were faults with noises, roof rails, interior lights and seized bolts. I say this because neither Mr D nor MBFS dispute the vehicle has had these faults or that the car has been in for work on them. Having considered the car had faults, I’ve considered whether it was of satisfactory quality at the time of supply.

Mr D has supplied information showing that the vehicle has been in the area of a dealership several times on several occasions and has supplied information showing the vehicle was seen on 7 February 2024.

The information itself does not show what faults were present, what faults were found, and what was done about them. We do have information to show that noises on the sidewall and rear tailgate were adjusted or fixes applied, a roof rail was replaced, pins for a rear interior light were replaced and seized bolts and clips were replaced when the vehicle was seen for a service.

I have no reason to doubt that what Mr D has explained about the suspension noise is true to the best of his knowledge. Having said this, I don’t have any evidence to show that a fault has been diagnosed making the vehicle of unsatisfactory quality, or that repairs to this have failed. I appreciate Mr D has explained he’s taken the car to the dealership on many occasions for investigations into this noise; however, I have no evidence to say that there is a fault that made the car of unsatisfactory quality, or that repairs have failed.

I can also see that Mr D has explained there was a potential engine issue investigated in June 2025, however again I have nothing showing that this was a fault that was present or developing at the point of sale, or that it was as a result of failed repairs from an issue that made the vehicle of unsatisfactory quality.

When considering the complaint, I’ve kept in mind what Mr D has explained about the significant number of times he’s had to have the vehicle seen to, and that he is very unhappy about the experience he’s had. I can appreciate why Mr D has raised the complaint, but the visits and faults appear to have happened over a considerable timeframe after acquiring the vehicle, starting within a few months of acquiring it and stretching into June 2025. I’m not persuaded these have made the vehicle of unsatisfactory quality. I recognise why Mr D is unhappy at having to have taken his vehicle to the dealership a number of times, but as I’m not persuaded the vehicle was of unsatisfactory quality, I would not direct MBFS to do anything differently to put things right.

It appears that Mr D was happy to accept investigation or repairs into the incidents up until 2025 when he asked to reject the vehicle. However, after this, I haven't seen any evidence that persuades me the vehicle was of unsatisfactory quality.

### **My final decision**

Although I appreciate why Mr D is unhappy, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 March 2026.

Jack Evans  
**Ombudsman**