

## The complaint

Mr A complains that Mercedes-Benz Financial Services UK Limited (“MBFS”) has refused to allow him to reject an electric car he acquired through it, which he says has been mis-sold as it does not achieve the stated mile range.

## What happened

In June 2024 Mr A entered into a four-year hire purchase agreement with MBFS for a new electric car. He says that he has experienced various problems with it, including the car’s infotainment system which appears to have issues around his mobile phone and its connectivity, an intermittent issue with the power steering, a rattling noise and a battery fault that has meant the car required towing before being repaired. The car has been back to the dealership on two occasions for investigation and repairs in November 2024 and February 2025. However, Mr A’s biggest concern is that the car’s mileage range doesn’t match that which has been advertised by a significant distance. He says this means the car costs more than expected to run given the frequency with which he has to charge it.

As result of the issues, Mr A complained to MBFS and asked to reject the car as he believed it had been mis-sold to him.

MBFS didn’t uphold his complaint. It said that the problems with the rattle, power steering, and battery malfunction had all been resolved and that there wasn’t evidence of a fault with the infotainment system at the point of supply. MBFS said that in respect of the vehicle not achieving the advertised mileage, that the electric range given is to be used as a comparison with other cars that have been tested to the same technical procedures. It stressed that the mileage range is based on official testing during the car’s production and the mileage range is impacted by a number of factors such as driving style, speed, vehicle load, attached accessories, etc. MBFS disagreed that the car had been mis-sold to Mr A.

Mr A was unhappy at MBFS’s response to his complaint and contacted this service. He said the car was advertised as having a range of between 290 and 321 miles and, although he accepted this distance would be affected by things like the weather and using attached accessories, he was only achieving around 260 and 200 miles in winter. He said the car had been misrepresented to him.

Mr A also said that despite the car going in for repairs, he continued to have issues with his mobile phone’s connectivity and provided a video to demonstrate one of the problems he was experiencing.

Our investigator recommended that Mr A’s complaint should be partially upheld. He said that the car had broken down in February 2025 and required repairs to the battery and also for a rattling noise and so he didn’t think the car had been as reasonably durable as would be expected as a result. Our investigator said although these issues had been repaired, Mr A had suffered unnecessary distress and inconvenience and that as a result MBFS should pay him £150 compensation to reflect that.

Regarding the infotainment issue and the mobile phone connectivity, our investigator said he

hadn't seen sufficient evidence that he could reasonably say these were due to a fault with the car and could be due to something else such as an issue with Mr A's phone. He said he wouldn't ask MBFS to take any action for those.

Our investigator said that the advertised mile range was a guide for what the car could achieve under test conditions. He said he hadn't seen enough to make him think it was unlikely the car wouldn't be able to achieve this range under the specific laboratory test conditions that had been applied. The manufacturer, he said, was obliged to advertise these test results because they are designed to give consumers a comparison between the mileage range of different makes and models. They weren't, he said, real world comparisons of the mileage range that was achievable.

Our investigator said that, in the real world, the car's range would be affected by a variety of things such as temperature and weather, battery temperature, load, heating or air conditioning and/or other electric systems, driving style and the type of journeys made. He said he would therefore expect the car's real-world range to be somewhat lower than that advertised and that it would be likely to be in line with the mileage achieved by Mr A. Our investigator said he didn't think the car had a fault in respect of the range of miles that could be driven following a charge and that it hadn't been mis-sold to Mr A.

MBFS has accepted our investigator's view. Mr A has disagreed. He says that he doesn't agree that the difference between the advertised mileage and the mileage he is able to achieve with the car is due to things like the cold weather, driving style etc. Mr A says that he is regularly only able to achieve around 55% of the range that the car was said to be able to achieve. He has asked that an ombudsman considers his complaint.

### **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.

Regarding the repairs that were carried out for the fault with the battery and with the rattle experienced by Mr A, I agree with the view taken by our investigator, that a car of this age wouldn't have been expected to require these type repairs at that time. This means the car wasn't as durable as would reasonably be expected. And as durability is something which, in accordance with the Consumer Rights Act 2015, is taken into account when considering whether a car is of satisfactory quality at its point of supply, then I think it's fair to conclude that the vehicle wasn't of satisfactory quality when it was supplied to Mr A.

However, there is a right of repair under the Consumer Rights Act. And since both of the issues have been fixed, and MBFS has accepted that it is fair and reasonable for Mr A to receive compensation for having to deal with those faults, then I don't think I need to consider those matters any further.

I've seen Mr A has raised other issues he has experienced with the car. These relate to the infotainment system and connecting/using his phone and also with the power steering not working when parked in tight spaces. But, although there is a video of the mobile connection issue, there is a lack of evidence as to what, if anything, is wrong with the car. And the video doesn't assist me by showing the problem is with the car rather than the mobile itself. So, I don't think I have sufficient evidence to find there are ongoing faults with the car in respect of these matters. I'm not going to ask MBFS to take any action in respect of these things.

But notwithstanding my decision about the issues with the car, I think Mr A has been clear that his main issue is with the mileage range he achieves. He says that the car has been

mis-sold to him because of the difference in the range that is advertised and the range he is able to achieve. He wishes to be able to reject it.

For me to find the car had been mis-sold then I need to be satisfied that it has been misrepresented to Mr A. That is, a false statement of fact has been made to him and it was this false statement that induced him to enter into the agreement

Under section 56 of the Consumer Credit Act 1974, the finance provider (MBFS) can be held responsible for what it says and for what is said by a credit broker or a supplier before the consumer takes out the credit agreement. Here, I don't know what was said by the dealership to Mr A when he acquired the car so I've looked at other sources of information. There is the copy of the advert provided by Mr A for this make and model of vehicle which sets out the electric range for this car as being "290 - 321 miles - WLTP". I've also looked at the manufacturer's website.

I'm persuaded when looking at the advertised range that Mr A was told this car could achieve around 290 to 321 miles on a full charge as he says. However, when looking at the advert for the same model car, there is box marked "Attention" which states that "Please be aware that external factors such as weather ... amongst others can significantly impact range." And this advert also refers to the mileage range given is a measure based on the WLTP (Worldwide Harmonised Light Vehicle Test Procedure).

The manufacturer's website says "*Figures shown are for comparability purposes; only compare with other cars tested to the same technical procedures. Figures may not reflect real life driving results, which will depend upon a number of factors including the starting charge of the battery, factory-fitted options, accessories fitted (post registration), variations in weather, driving styles and vehicle load.*"

The manufacturer's comments are because the WLTP is a laboratory-based, global standard and its purpose is to better match laboratory estimates of things like fuel consumption or mileage ranges to allow consumers to compare with other makes and models. So, this means that the actual range can vary based on selected grade and transmission, fitted accessories, driving style, weather conditions, speed, battery age and vehicle load. They don't reflect real life driving conditions.

Mr A has provided evidence and details about some of the long-distance journeys he's taken, the mileage achieved and the number of times he's had to charge it. I accept the car's range is less than what was advertised but as set out, there are a number of factors which all influence the mileage that can be achieved. And although I appreciate Mr A feels strongly about this situation, I'm not persuaded a false statement of fact was made to him about the car's range. I think the range he has achieved is within the expected real-life driving range that could reasonably be expected. And as I don't think there was a false statement I don't need to consider whether he was induced to enter the agreement.

On balance, I think the information provided to Mr A reasonably describes the impact on the mileage range achieved within real world conditions. Overall, I haven't seen sufficient evidence that leads me to believe the dealership gave Mr A wrong information or the car was mis-represented to him.

I have therefore gone on to consider whether there is a fault with the car and that's the reason for the mileage its achieved. This is because the car has required some repairs, but from the evidence provided, I've seen the issue with the battery was fixed. I haven't seen any clear or compelling evidence that a fault exists that would impact on the mileage range of the car.

So, taking everything into account, although I accept there were two issues with the car which have now been repaired, I don't find the car's mileage was mis-represented to Mr A. I think MBFS should compensate him for dealing with the faulty car but I'm not going to ask it to do more.

### **Putting things right**

When looking at the impact on Mr A of having to deal with the faulty battery and rattle then I think the amount of £150 is fair and reasonable. I'm asking MBFS to pay Mr A that amount.

### **My final decision**

For the reasons set out above, I'm partially upholding Mr A's complaint. I'm asking Mercedes-Benz Financial Services UK Limited to pay Mr A £150 compensation for the distress and inconvenience dealing with the faulty car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 March 2026.

Jocelyn Griffith  
**Ombudsman**