

## The complaint

Mr P complains about charges Mercedes-Benz Financial Services UK Limited trading as Mercedes-Benz Finance ('who I'll call 'MBFS') asked him to pay after he returned a car he'd been financing through an agreement with them.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr P took receipt of a new car in March 2022. He financed the arrangement through a hire purchase agreement with MBFS. When he returned the car MBFS inspected it and they subsequently sent him a bill as they said the charging cable hadn't been returned with the car and there was damage to the tailgate that was beyond reasonable wear and tear.

Our investigator didn't think MBFS had done anything wrong but as Mr P continued to dispute the matter his complaint has been referred to me, an ombudsman, to make a 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 agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

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.

The terms of the finance agreement contained a clause about the need to return the car in good condition with penalties for excessive wear, damage or missing parts so that MBFS was not disadvantaged by any loss in resale value.

Mr P says the charging cable was complimentary and he's provided this service with an email from the dealership who confirm it was provided as part of an offer at the time. But the dealership also confirm that it should have been returned with the car and the vehicle return standards that were attached to the finance agreement required the car to be returned '*with everything originally supplied...*'. I don't therefore think MBFS have been unreasonable to charge for the missing cable. While I understand Mr P is prepared to return the cable, the car will now have been disposed of and the loss in resale value, or the cost of replacement, is likely to have already been incurred. So I don't think MBFS were unreasonable to reject that offer.

There is no dispute that there was damage to the tailgate. MBFS have now confirmed that they have received the £210 Mr P said had been paid in respect of that damage. I don't, therefore, think I need to consider that aspect of Mr P's complaint in any further detail. MBFS have confirmed that the balance outstanding is £457 for the missing charging cable. I think that's fair and I'm not asking MBFS to take any further action.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 April 2026.

Phillip McMahon  
**Ombudsman**