

complaint

Mr H complains that the car he acquired under a hire purchase agreement with Mercedes-Benz Financial Services UK Limited was not fit for purpose. He says he returned the car on many occasions but it was not repaired. He says damage was caused while the car was in for repair.

our initial conclusions

The adjudicator recommended that the business repaired the damage it did to Mr H's car and refund three month's payments for the time his car was in the garage. Both parties agreed to this.

Mr H says he now wishes to decline the offer. He says he accepted the offer based on him receiving his compensation within four weeks but this didn't happen. He says the noise from the dashboard has not been fixed and sent further information about this. He says he has given the business enough time to rectify the issues. The business says it did not receive Mr H's acceptance form.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I find that the settlement suggested by the adjudicator and accepted by both parties was fair and reasonable. The business road tested Mr H's car and was not able to find any evidence of a vibration. Mr H has sent further information about this however, I do not find that this sufficient to change the previous view.

I appreciate that there has been a delay in the business compensating Mr H but I find that the compensation agreed to is sufficient.

My final decision is that Mercedes-Benz Financial Services UK Limited should carry out the repairs to the rear of the car as agreed and refund Mr H three month's rental payments totalling £731.58 and pay him £250 compensation for the distress and inconvenience this has caused.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H either to accept or reject my decision before **29 December 2015**.

Jane Archer

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

It was previously agreed that Mercedes Benz would carry out the repairs on the rear of the car at Mercedes Benz Manchester. It was agreed the car would be collected from Mr H and delivered back when the repairs had been completed.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.