

The complaint

Mr B complains about a car he acquired through a hire purchase agreement with Mercedes-Benz Financial Services UK Limited (MBFS). Mr B is unhappy with the way the car performs when turning and would like MBFS to take back the car and end his agreement.

What happened

Mr B acquired a new car using a hire purchase agreement with MBFS. The car cost around £54,000 and Mr B borrowed almost £47,000 from MBFS. Mr B complained to MBFS about the car 'skipping' or 'crabbing' when the car's steering was on full lock. This was I understand a type of jumping sensation, caused by the angle of the tyres and a reduced amount of surface contact between the front tyres and road. Mr B is worried about this from a safety perspective and does not believe he should expect this from a luxury car costing around £54,000.

MBFS responded to Mr B's complaint and said this characteristic was present on some models of its brand, but it was not a safety issue. It explained what was causing the issue and assured Mr B that safety was not compromised in any way. It suggested changing the tyres on the car to reduce any impact, but explained this would not however fully eliminate the issue.

Unhappy with MBFS' response Mr B referred his complaint to our service. In support of his complaint he provided a short video of the car while it was moving to show the impact or effect of the 'skipping' sensation. He also provided a tyre inspection report that noted the near side front tyre had worn quicker than the left side front tyre.

The case was considered by one of our investigators and they explained why they did not consider Mr B's complaint should be upheld. In summary, they did not consider the car Mr B was supplied with was not of satisfactory quality. Mr B remained unhappy with the investigator's conclusions and asked for the complaint to be passed to an ombudsman to consider.

I initially reviewed the complaint and asked the investigator to go back to MBFS and Mr B with some further questions. I invited Mr B to provide further video evidence, as he said the issue was more severe in the winter months. I also invited Mr B to supply a further tyre inspection report so I could consider any further impact on the tyre wear. MBFS did respond to my questions, but we did not hear from Mr B.

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.

Having done so, I have come to broadly the same conclusions as the investigator for what are essentially the same reasons.

It is important to point out that we're an informal dispute resolution service, set up as a free

alternative to the courts for consumers. I'm very aware that I have summarised in much less detail what has been submitted by the parties in this complaint. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr B or MBFS, but reflects the informal nature of our service, its remit and my role in it.

In cases when it is not clear what happened or where the evidence is incomplete or inconclusive, I base my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in the light of the available evidence.

Mr B acquired the new car through a regulated hire purchase agreement with MBFS and because of that, our service is able to consider complaints about the hire purchase agreement. Which also includes complaints about the quality of the car associated with the hire purchase agreement. As the supplier of the car, MBFS should ensure the car is of satisfactory quality, as set out in the Consumer Rights Act 2015.

Mr B was buying a prestige brand car that cost around £54,000 and I accept it is reasonable therefore to have high expectations of the car. The difficulty in this case is determining whether there is actually a defect or fault that would allow me to conclude the car was not of satisfactory quality.

Mr B has referred to a previous decision issued by one of my ombudsman colleagues, where that complaint was about the same issue and was upheld. I am aware of that specific case but need to consider the specific circumstances of Mr B's case and just because a different case has been upheld, this does not mean that Mr B's complaint should also be upheld. I would also add that I am familiar with other decisions our service has issued relating to this matter that have not been upheld. But it is again the individual circumstances of each case that will ultimately determine the outcome of that specific case.

MBFS refers to certain models of its brand, including the model of car Mr B has, experiencing this characteristic when the car is steering on full lock. This is caused by the angle of the tyres when turning and the reduced contact between the front tyres and road. As this only occurs when the steering is on full lock it is only when the car is being driven very slowly and MBFS has indicated there is no safety issue with this.

MBFS has also said that Mr B's car had already had some improvements to the steering knuckle and this had helped improve the issue when compared to some previous versions of the model.

When considering the overall circumstances of this complaint, which includes the expectations around a new car costing approximately £54,000, I accept that there could be reasonable grounds to conclude a car experiencing this issue was not of satisfactory quality. However, the difficulty here is the lack of evidence that in my view demonstrates the severity of the issues Mr B is experiencing.

Mr B has provided a short video which he says shows the issues when the car is moving. But having viewed the video I'm not persuaded it does demonstrate the car is experiencing the 'skipping' or 'crabbing' issue, or more particularly, with any degree of severity. I accept the tyre inspection report does conclude that the two front tyres have not worn equally but the difference in wear is only 1mm between the tyres. This is not in my view significant or sufficient to demonstrate excessive or unusual tyre wear has been caused by the characteristic.

Mr B was invited to submit any further evidence, including additional video evidence recorded during the colder winter temperatures, which he believes makes the issue more

severe, but I have not received anything further from Mr B.

While I am sure my decision here will come as further disappointment to Mr B, based on the evidence that has been presented in this case, about the specific car that Mr B has been supplied with, I am not persuaded there is sufficient evidence to demonstrate Mr B's car was not of satisfactory quality. It is ultimately because of this that I do not consider there to be sufficient grounds to uphold Mr B's complaint.

My final decision

My final decision is that I do not uphold Mr B's complaint against Mercedes-Benz Financial Services UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 February 2024.

Mark Hollands
Ombudsman