

## **The complaint**

Mr H complains that features he paid for on a car he has financed through an agreement with Tesla Financial Services Limited, who I'll call TFS, are not available. He says that the agreement was therefore misrepresented to him.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 know it will disappoint Mr H, but I agree with the investigator's opinion. I'll explain why.

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.

Mr H acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

If Mr H was given a false statement of fact or law, and if that false statement was a significant reason why he entered into the agreement I may think the agreement had been misrepresented to him.

Here Mr H paid £3,400, plus interest on the credit, for an “*advanced autopilot*” package. I can understand he wouldn't have agreed to pay that if he had understood that some features of that package would not be available until new “*vision*” technology was activated.

But in order for me to decide if there's been a misrepresentation I have to consider if Mr H was provided with a false statement of fact that induced him to enter into the agreement: I don't think that was the case. I say that because I can see he was sent an email ahead of his purchase that explained the loss of functionality and asked for his approval. The email said:

*“We are taking the next step in Tesla vision. Your vehicle now fully relies on camera vision to measure distance to nearby objects, deliver active safety features, and provide Autopilot and Full-Self Driving Capability. This new approach enables improved visibility, better object detection, and greater abilities for Autopilot in the future. With this move, your Model 3 is no longer equipped with ultrasonic sensors, which will temporarily impact some features. Learn more”.*

The *“learn more”* link took Mr H to a more detailed description of the features that would be *“temporarily impacted”* and said:

*“For a period of time during this transition, Tesla Vision vehicles that are not equipped with USS (ultrasonic sensors) will be delivered with some features limited or inactive, including:*

- Autopark: automatically manoeuvres into parallel or perpendicular parking spaces.*
- Summon: manually moves your vehicle forward or in reverse via the Tesla app.*
- Smart Summon: navigates your vehicle to your location or location of your choice via the Tesla app.”*

It may well be the case that Mr H didn't read this information, but he did accept the changes by clicking the box asking to *“proceed with delivery”*. I don't think the information contained in the *“learn more”* link was hidden. That information was detailed and contained further links to frequently asked questions. I can understand it wouldn't have been included in the main body of the message as to do so, in my opinion, would have made the statement more difficult to understand.

So, I don't think a false statement of fact was made and I don't think the agreement was misrepresented to Mr H or that TFS need to take any further action.

Mr H is also concerned that the Automatic Lane Change is not *“automatic”* as it requires human intervention to activate the indicator first. He's subsequently explained to us that having read the literature again *“...it does say the car changes lane automatically when the driver operates the indicator.”* I'm not therefore persuaded that the car was misrepresented on that basis either as I don't think I have sufficient evidence a false statement was made.

### **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 H to accept or reject my decision before 17 November 2023.

Phillip McMahon  
**Ombudsman**