

complaint

Mrs C complains that Mercedes-Benz Financial Services UK Limited required her to pay an excess mileage charge when she returned her vehicle early and the agent that collected the car committed a speeding offence.

background

Mrs C entered into a finance agreement with Mercedes-Benz Financial Services in 2010. She had a number of problems with the vehicle and decided to terminate the agreement in 2012. She was told that she had exceeded the annual mileage in the finance agreement and was asked to pay a pro-rated charge of £700.32. She says that she was told by the dealership when she entered into the agreement that the excess mileage charge would not apply. She also says that when the car was in the garage for repairs the road tests contributed to the excess mileage. When her car was collected the agent exceeded the speed limit and she received notification of the intention to prosecute her.

The adjudicator recommended that the complaint be upheld in part. He noted that the terms and conditions of the finance agreement set out that an excess mileage charge of 10 pence plus VAT applied for each mile over 12,000 miles per annum. This had been pro-rated when the vehicle was returned. He considered that this should be adjusted for the road tests and the excess mileage charge reduced to £600. He noted that Mrs C had received a high street voucher as compensation for the distress in receiving details of the speeding offence and that the agent had accepted liability. He said that the complaint about the person who sold her the vehicle ought to be raised with the dealership.

Mrs C did not agree. She insisted that she was told that she would not pay excess mileage. She said her husband was present and she was told to disregard the excess mileage condition as there had been some discrepancy between the sales price and the mileage quoted. She had offered to pay £200 towards the cost, but this was not accepted.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so I find I come to the same conclusion as the adjudicator and for mainly the same reasons.

The finance agreement which Mrs C signed was clear about the excess mileage charge and I consider a reasonable figure has been requested taking account of any road tests. I consider Mrs C has been reasonably compensated for the distress caused by the notice of prosecution. I am afraid that if she remains dissatisfied with the actions of the dealership, which seems to have taken place around the negotiation of the sales price of the car, she will need to pursue this with that dealership.

my final decision

In light of the above my decision is that I uphold this complaint in part. In full and final settlement of it I order Mercedes-Benz Financial Services UK Limited to reduce the amount of the excess mileage charge to £600.

Michael Crewe
ombudsman