

## **The complaint**

Mrs C complains about the quality of a car she has been financing through an agreement with Stellantis Financial Services UK Limited ('Stellantis').

## **What happened**

In August 2023 Mrs C took receipt of a three-year-old car with about 37,500 miles on the clock. She financed the deal through a hire purchase agreement with Stellantis.

Shortly after she took receipt of the car it overheated because a coolant cap had been left off by the dealership. Mrs C returned to the dealership as she noted some tyres and the rear brake pads and discs were worn. These were all changed.

In March 2024 Mrs C returned to the dealership again as an oil light had illuminated. A faulty sensor was replaced, along with a switch to rectify a sunken window.

Stellantis provided their final response on Mrs C's complaint in August 2024. They noted the faults Mrs C was experiencing but understood that the dealership were working with Mrs C to source a more suitable car for her.

Mrs C referred her complaint to this service, but our investigator didn't think it should be upheld. It was his view that the problems were most likely due to wear and tear. He did think that Stellantis could have provided better service to Mrs C and suggested they pay her £150 in compensation.

Stellantis didn't respond and Mrs C didn't agree with the investigator's opinion. So, the complaint has been passed to me, an ombudsman, to make a final 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 don't think this car was supplied in an unsatisfactory condition, but I do think Stellantis could have done more to help. 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.

Mrs C acquired her car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Stellantis, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mrs C. The car here was about three years old and had completed about 37,500 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

I don't think the replacement tyres and brake pads and discs would suggest the car was of unsatisfactory quality when supplied. These are wear and tear items and replacement could be expected on a car of this mileage.

The oil level sensor switch failed after Mrs C had covered over 5,000 miles in the car. I think, if that had been faulty when she had taken receipt of the vehicle it would have needed replacing earlier. I'm not persuaded it suggests the car was of unsatisfactory quality. I think it is to be expected that some faults will be present on a three-year-old car. Similarly the window switch lug had broken and had caused the window to drop. I think that a dropped window would have been noticeable if it had been present when the car was supplied and I'm not persuaded that failure was likely present, or developing, when the car was supplied. And even if I'm wrong about that, and the faults were present from the beginning of the agreement, the relevant legislation gives a business one opportunity to fix problems that are present at that point and I can see that's what they did, and at no cost to Mrs C.

Mrs C has explained that the car overheated because the dealership left the coolant cap off. While that is clearly an error by the dealership and one Mrs C may complain to them about, it's not a fault with the car that could reasonably be considered against the finance provider.

I understand that Mrs C is concerned about delays with the dealership but they're not something this service has jurisdiction to consider. They'll need to be referred to the dealership if Mrs C wants to pursue them.

I'd agree with our investigator that Stellantis could have done better here. In particular I think their final response failed to adequately consider the quality issues Mrs C had been experiencing. It wasn't fair to push the matter back to the dealership and that meant Mrs C had to continue to pursue a complaint through this service and waste further time and effort. In the circumstances, Stellantis should pay Mrs C £150 to compensate her for the distress and inconvenience caused.

### **My final decision**

For the reasons I've given above, I uphold this complaint in part and tell Stellantis Financial Services UK Limited to pay Mrs C £150 to compensate her for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 7 January 2025.

Phillip McMahon  
**Ombudsman**