

The complaint

Ms N complains that a car supplied with finance from Stellantis Financial Services UK Limited wasn't of satisfactory quality.

What happened

In January 2020 Ms N was supplied with a car and entered into a conditional sale agreement with Stellantis.

In June 2024 the car broke down and required a clutch replacement which cost Ms N around £1300.00. Following this, Ms N raised a complaint with Stellantis, saying she didn't believe the car was of satisfactory quality because the clutch had failed prematurely after the car had covered only 18,000 miles. Ms N said that both the supplying dealer and the manufacturer knew about clutch issues with the car as they had recalled diesel versions of the model.

Stellantis issued a final response on 2 July 2024. It said that under the Consumer Rights Act 2015, the onus was on Ms N to provide evidence to show that the fault with the car was present at the point of supply in January 2020, and that it hadn't been caused by external influences such as driving style, wear and tear, mileage, road conditions or lack of maintenance. Stellantis asked Ms N to provide evidence from a Vauxhall approved dealership or approved independent inspection company confirming that the fault was present at the point of supply. Stellantis said that its liability under the Consumer Rights Act ceased in July 2020 and that the repairs were Ms N's responsibility.

Ms N remained unhappy and brought her complaint to this service.

Our investigator upheld the complaint. He said there was enough evidence to say that the car wasn't of satisfactory quality when it was supplied because it wasn't sufficiently durable, the clutch having failed at 18,000 miles when the average lifespan of a clutch is 60,000 miles. The investigator said that Stellantis should refund the cost of repairs and pay compensation of £100.

Stellantis didn't respond to the investigators view, so I've been asked 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.

The Consumer Rights Act 2015 is relevant to this complaint. It says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. Satisfactory quality includes fitness for purpose, freedom from defects, safety and durability.

Under the Consumer Rights Act 2015, where a fault occurs in the first 6 months, there's a presumption that it was present or developing at the point of sale and it's up to the business to put things right. The business is allowed one attempt at repair. If the repair isn't successful, the consumer can reject the car. After 6 months the burden of proof is reversed and it's up to the consumer to show that the car wasn't of satisfactory quality.

I can see that Ms N arranged to have the car repaired as soon as it broke down. She's provided an invoice from a third party garage. The invoice shows that the clutch was replaced on the car, and that at the point of repair the car had covered 18,055 miles.

Based on what I've seen, I'm satisfied that there was a fault with the car. I've thought about whether the car was of satisfactory quality when it was supplied. Because the car was supplied to Ms N brand new, I'd expect the car to be of a very high standard. I'd also expect the car to remain fault free for a reasonable period of time.

Stellantis has said that because the fault occurred outside of the first 6 months, they aren't responsible for the repairs. Whilst it's correct that the burden of proof is reversed after 6 months – as I've explained above – this doesn't mean that Stellantis can't be found responsible if there is evidence which suggests that the car wasn't of satisfactory quality when it was supplied.

One of the factors to be considered in assessing satisfactory quality is durability. In this case, the clutch failed at 18,000 miles. Based on information which is widely available, the average lifespan of a clutch is between 60,000 to 100,000 miles. So, it's fair to say that a reasonable person wouldn't expect a clutch on a brand new car to fail at 18,000 miles. This suggests that there was an inherent defect with the clutch which caused it to fail prematurely. I can safely conclude that the clutch wasn't sufficiently durable, which renders the car of unsatisfactory quality at the point of supply.

I've considered whether there were external factors which might have affected the durability of the clutch. Stellantis has suggested that there may be external causes of the fault such as driving style, wear and tear, road conditions, or lack of maintenance. I've already explained above why I wouldn't expect wear and tear to impact on the clutch at only 18,000 miles. There's no evidence to suggest that Ms N was driving the car in such a way that could've caused the fault. Ms N has produced service records which show that the car was serviced in line with the manufacturers recommendations and that the car was well maintained.

Taking all the available information into account, I'm persuaded that there's persuasive evidence to enable me to safely conclude that the clutch wasn't sufficiently durable, which means the car wasn't of satisfactory quality when supplied.

Putting things right

Ms N has already had the car repaired and has paid for those repairs and provided an invoice evidencing the repair costs. The repairs have remedied the fault.

In the circumstances, and because I've found that the car wasn't of satisfactory quality when supplied I think it's fair to ask Stellantis to refund Ms N the cost of the repairs together with statutory interest.

I've also thought about the impact on Ms N. Ms N has described how she was left stranded whilst away on holiday when the car broke down and was worried about how to get the car back once it was repaired and about how she was going to get to work. I appreciate that Ms N has been caused some worry and upset. Considering the impact on Ms N, I'm asking Stellantis to pay compensation of £100 to Ms N for the distress and inconvenience caused to

her as a result her being supplied with a car which wasn't of satisfactory quality.

I therefore direct Stellantis Financial Services UK Limited to:

Refund Ms N the sum of £1,356.49 for repairs

Pay 8% simple interest on all refunded amounts from the date of payment to the date of settlement

Pay £100 compensation for distress and inconvenience

Remove any adverse information from Ms N's credit file in relation to the agreement if applicable

My final decision

My final decision is that I uphold the complaint. Stellantis must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 22 May 2025.

Emma Davy
Ombudsman