

The complaint

Miss S complains that a car that was supplied to her under a hire purchase agreement with Stellantis Financial Services UK Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Miss S under a hire purchase agreement with Stellantis Financial Services that she electronically signed in July 2023. The price of the car was £16,918 and Miss S agreed to make 48 monthly payments of £334.49 and a final payment of £8,888 to Stellantis Financial Services.

Miss S took the car to the dealer in November 2023 and January 2024 because of issues that she was experiencing with it but the dealer said that there wasn't a fault with the car. Miss S complained to Stellantis Financial Services about those issues in February 2024 and she complained to this service in May 2024. Stellantis Financial Services responded to Miss S's complaint in October 2024 but didn't uphold it. It said that no fault had been identified with the car and the onus was on Miss S to provide evidence that the issues that she'd been experiencing were present at the point of sale.

Miss S's complaint was then looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she wasn't persuaded that there was sufficient evidence to show that there was a fault with the car.

Miss S didn't accept the investigator's recommendation so I've been asked to issue a decision on her complaint. Miss S says that it's an intermittent issue and she doesn't know when the car will go into limp mode.

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.

Stellantis Financial Services, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss S. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss S was nearly three years old and had a price of £16,918. The hire purchase agreement shows that the car's mileage was 29,953 miles but I can see that the car passed an MOT test the day before Miss S signed the hire purchase agreement and that its mileage at that time was 33,507 miles. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

Miss S complained to the dealer about an issue with the car in December 2023. The job card says that the car's mileage at that time was 36,519 miles and that an investigation was conducted into a warning light, the handbrake, loss of power and limp mode. The job card

says that a full global test was carried out, there were no diagnostic trouble codes, the brakes were checked and that it had been unable to find a fault.

Miss S again complained to the dealer about the car in January 2024. The job card says that the car's mileage was 37,579 miles and that a car wide diagnostic test was carried out but no diagnostic trouble codes were stored, no faults were logged in the car's fault journal and the car was road-tested over 30 miles but there was "*no functional complaint present*".

The car passed an MOT test in June 2024 when its mileage was recorded as 39,248 miles. It failed an MOT test in April 2025 because of issues with its tyres but it passed a test the following day when its mileage was recorded as 42,698 miles and the only advisory was about a rear brake pad. Between July 2023, when the car was supplied to Miss S, and April 2025, when the car passed an MOT test, the car was driven for 9,641 miles.

Miss S says that there's an intermittent issue with the car and that she doesn't know when it will go into limp mode but the car passed MOT tests in July 2023, June 2024 and April 2025 and the car was checked by the dealer in December 2023 and January 2024 but no fault was found. I'm not persuaded that there's enough evidence to show that there's a fault with the car or that the car wasn't of satisfactory quality when it was supplied to Miss S. I find that it wouldn't be fair or reasonable in these circumstances for me to require Stellantis Financial Services to allow Miss S to return the car and end the hire purchase agreement, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 19 June 2025.

Jarrold Hastings
Ombudsman