DRN-5374991

The complaint

Mrs F is unhappy that a car supplied to her under a hire agreement with Stellantis Financial Services UK Limited trading as Free2Move was of an unsatisfactory quality.

What happened

In April 2021, Mrs F was supplied with a new car through a hire agreement with Stellantis. She paid an advance hire payment of £987.52, and the agreement was for 47 further monthly hire payments of £329.17.

The car broke down in September 2024 and Mrs F had to have the wet belt replaced at a cost of £1,000. At the time the car had done approaching 40,000 miles. Mrs F thought the wet belt had failed prematurely, so she complained to Stellantis. They didn't uphold the complaint as Mrs F had failed to have the car serviced in line with the manufacturer's requirements. Unhappy with this response, Mrs F brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said that, while the wet belt had failed prematurely, Mrs F had failed to have the car serviced when she should have. As regular servicing maintains and prolongs the life of the components of the car, the investigator thought the failure to service the car was a factor in the wet belt failure. So, they didn't think the car was of an unsatisfactory quality when it was supplied to Mrs F, and Stellantis didn't need to take any further action.

Mrs F didn't agree with the investigator's opinion, and she asked for the matter to be passed to an ombudsman to decide.

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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mrs F was supplied with a car under a hire agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Stellantis are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must confirm to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Stellantis can show otherwise. So, if I thought the car was faulty when Mrs F took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Stellantis to put this right.

Having considered the evidence in this matter, I'm satisfied that the wet belt failed prematurely – this part is expected to last at least 60,000 miles, but it failed after less than 40,000 miles. However, I also need to consider whether the failure was due to a lack of durability (which would make the car of an unsatisfactory quality) or whether there were any other factors that would impact on the failure.

I've seen a copy of the Vehicle Delivery Note that Mrs F signed on 28 April 2021. This states that *"service requirements and the service intervals have been fully explained."* I've also seen a copy of the manufacturer's servicing schedule that, under normal usage, required the car to be serviced every 12,500 miles or one year, whichever is the sooner. As Mrs F has not said, or provided any evidence, to the contrary, I'm satisfied this is the servicing requirements she signed to accept in April 2021.

I've also seen the terms of the agreement Mrs F signed on 9 April 2021. Under the heading *"your servicing and maintenance obligations"* these clearly state that Mrs F is responsible for ensuring the car was serviced in line with the manufacturer's recommendations. The agreement itself also shows that Mrs F opted for a service plan, for which she paid an advance payment of £74.31 and monthly payments of £24.77. As such, the costs of the regular servicing were included in her agreement with Stellantis.

Despite this, Mrs F failed to have the car serviced every year. The evidence I've seen only shows that one service took place – in August 2023. This means that, at the time the wet belt failed, the car had missed services in 2022 and 2024.

A wet belt is a timing belt that operates inside the engine and is lubricated by the engine oil. For this to work efficiently, the oil needs to be changed regularly in line with the servicing guidelines - oil degrades and old oil can cause premature wear on the parts it's intended to keep lubricated. As such, by failing to have the oil changed in April 2022, and again in 2024, as part of the regular servicing, it's more likely than not that Mrs F's lack of action resulted in the early failure of the wet belt, and the wet belt didn't fail because it wasn't sufficiently durable.

So, and while I appreciate this will come as a disappointment to Mrs F, I'm not satisfied the car wasn't of satisfactory quality when it was supplied to her, and I won't be asking Stellantis to do anything more.

My final decision

For the reasons explained, I don't uphold Mrs F's complaint about Stellantis Financial Services UK Limited trading as Free2Move.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 9 September 2025.

Andrew Burford
Ombudsman