

## **The complaint**

Mrs S complains about end of contract charges when she voluntary terminated her agreement with Stellantis Financial Services UK Limited.

## **What happened**

In May 2022 Mrs S was supplied with a car and entered into a conditional sale agreement with Stellantis. At the point of supply the car was around 6 years old and had covered mileage of around 56,000.

Mrs S voluntary terminated the agreement in May 2024 and the car was collected and inspected. Following the termination of the agreement, Stellantis sent Mrs S an invoice for damage charges of £2407.91.

Mrs S disputed the charges except for one cut tyre. She raised a complaint with Stellantis and said she'd maintained the car well and had it serviced regularly. Mrs S said the car had been returned in a like condition to how it had been at the point of supply and specifically highlighted that the rear badge hadn't been attached when the car was supplied to her.

Stellantis didn't uphold the complaint. It said the car had been inspected in accordance with the relevant guidelines and that all the damage exceeded fair wear and tear. Stellantis said that if the damage had been present at the point of supply, they thought it unlikely that Mrs S would've accepted the car in this condition. As a gesture of goodwill Stellantis reduced the charges by 25%.

Mrs S remained unhappy and brought her complaint to this service.

Our investigator reviewed all the charges in detail and found that the majority had been fairly applied. She said the charges for the missing service history, front door mirror housing and rear door weather strip weren't fairly charged. The investigator said that ordinarily she would ask Stellantis to remove any unfair charges, but the 25% reduction already applied by Stellantis was greater than the total of the charges that she thought were unfair, so she wasn't asking Stellantis to make further deductions.

Mrs S didn't agree so I've been asked to review the complaint.

## **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 know it will disappoint Mrs S but I agree with the investigators opinion. I'll explain why.

I've reviewed the terms and conditions of the agreement. These say that Mrs S must take reasonable care of the vehicle and return it in good condition. They also say that if the car is returned with damage which goes beyond fair wear and tear, charges may be imposed.

I've reviewed the inspection report. This identifies several areas of damage to the vehicle

which it is said goes beyond fair wear and tear and is therefore chargeable.

There are industry guidelines set by the BVLRA which all businesses use to assess whether damage goes beyond fair wear and tear.

I've reviewed the inspection report, and I've had regard to the BVLRA guidelines in considering whether the damage charges are fair.

I've looked at every item of damage. However, I'm not going to comment on every item of damage as the damage extends to 33 separate items and the investigator has already provided a detailed opinion on whether each item of damage goes beyond fair wear and tear.

The total charges for damage are £2407.91. Stellantis has – as a gesture of goodwill – reduced these charges by 25% and is now seeking payment of £1805.93 from Mrs S.

Having reviewed all the items of damage, I agree with the investigator that most of the damage goes beyond fair wear and tear in accordance with the BVLRA guidelines, but that there are three items of damage which haven't been fairly charged and should be removed, these being the missing service charge (£400), the front door mirror housing (£40) and the rear door weather strip (£31.24).

I can see that Stellantis have already reduced the charges by more than the collective amount of the damage charges that I've found to be unfair, so I won't be asking Stellantis to make any further reductions.

I appreciate that Mrs S has said that the car was returned in the same condition that it was when it was supplied to her. I've also had regard to the information provided by Mrs S about some repairs which were carried out to the car before she got it. Most of the documents relate to servicing and minor repairs. An invoice dated April 2022 (so just a month before Mrs S got the car) details repair work on the bumper, offside door and nearside rear door. I've considered these repair works alongside the inspection report and the damage charges but I'm not persuaded that the damage charges have been applied for damage which was sustained prior to Mrs S entering into the agreement and taking possession of the vehicle.

Mrs S has said that she doesn't think Stellantis carried out any work to refurbish the car before selling it on. The BVLRA guidelines are of relevant here, because they state that where a business decides not to carry out repairs, a charge can still be made to compensation for the diminution in value of the car as a result of the damage.

Taking all the available information into consideration, I think the charges for damage have been correctly applied, save for the three items I've identified. Stellantis has already reduced the invoice by an amount which is greater than the sum of those three items. So I won't be asking Stellantis to reduce the invoice any further.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 12 June 2025.

Emma Davy  
**Ombudsman**