

The complaint

Mrs A complains about end of contract charges when her agreement with Stellantis Financial Services UK Limited ended.

What happened

In September 2020 Mrs A was supplied with a car and entered into a lease agreement with Stellantis.

At the end of the lease agreement Mrs A was charged £200 for failing to provide a complete service history.

Mrs A disputed the charge. She said she'd had the car serviced in line with the manufacturers recommendations.

In its final response, Stellantis said it was unable to remove the service charge as the vehicle was required to be serviced every 12 months or every 12,000 miles whichever comes sooner. Stellantis said that Mrs A had only provided evidence of two services when three were due.

Mrs A remained unhappy and brought her complaint to this service. She wants the £200 charge removed and compensation for the distress she's been caused.

Our investigator upheld the complaint. He said that Stellantis had failed to provide a copy of the agreement showing the servicing requirements. The investigator said he'd reviewed the manufacturers own guidance on servicing and found that Mrs A had provided evidence to show that she'd had the vehicle serviced in line with the manufacturers requirements. The investigator said that Stellantis should cancel the £200 charge and pay compensation of £100.

Stellantis didn't respond to the investigators view 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.

In its final response to Mrs A's complaint, Stellantis said it was relying on the terms and conditions of the contract in applying the charges.

This service asked Stellantis to provide a copy of the contract and the terms and conditions but received no response.

This service asked Mrs A whether she had a copy of the contract, but she advised that it is no longer available online.

I'm therefore in a position where I need to make a decision based on the available evidence.

I've reviewed the information provided by Mrs A regarding the manufacturers recommended service intervals. I've also checked this on the manufacturers own website. The website says that an initial check is due at 8000 miles or 12 months from the vehicle registration date, whichever is sooner. It says the first service is due at 16,000 miles or 2 years from the vehicle registration date, whichever is sooner. Services are then due every 16,000 miles or every 2 years, whichever is sooner.

I've reviewed the information provided by Mrs A relating to when she's had the vehicle serviced. Based on what I've seen, I'm satisfied that Mrs A has serviced the car in line with the manufacturers recommended intervals.

In the absence of the contract or the terms and conditions, I'm satisfied that Mrs A has complied with the servicing requirements.

Putting things right

Because I'm satisfied that Mrs A has complied with the manufacturers servicing requirements, and because Stellantis hasn't provided any information to show that the charges are correct, I'm of the view that Stellantis should cancel the charge.

Stellantis should also pay compensation of £100 to Mrs A to reflect the distress and inconvenience caused to her by pursuing her for charges which don't appear to be correct.

My final decision

My final decision is that I uphold the complaint. Stellantis Financial Services UK Limited must cancel the £200 charge for the missed service and pay compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 27 May 2025.

Emma Davy
Ombudsman