

## **The complaint**

Miss J is unhappy with the quality of a car supplied by Stellantis Financial Services UK Limited using a hire purchase agreement.

## **What happened**

In March 2022, Miss J entered into a hire purchase agreement with Stellantis for a new car. The cash price was £36,583.40.

Miss J first reported issues about the car to the dealership in March 2022. She said it was rolling back excessively on steep and hilly roads. The dealership explained that as the car didn't have a hill stop function, Miss J should apply the handbrake regularly.

Shortly after, the dashboard display blacked out and was then replaced under the car's warranty. Miss J said the screen came back damaged at the edges.

In September 2023, January 2024, February 2024, May 2024 and July 2024, Miss J contacted the dealership saying the display screen continued to freeze intermittently. The dealership maintained that they couldn't find a fault with the screen.

Since she acquired the car, in addition to the issues with the screen, Miss J has also had several repairs carried out under the car's warranty. These issues have included problems with the brakes, windows and the navigation buttons.

Unhappy with the quality of the car because of all the problems she was having, Miss J contacted the finance company and dealership asking if she could reject it. They both said that all issues had been repaired under warranty and they couldn't find a fault with the display screen since it had been repaired. They also said Miss J was kept mobile each time her car was taken in. And so, they didn't think they needed to do anything more.

Dissatisfied with this response, Miss J brought her complaint to our service.

An investigator looked into her concerns and said that she didn't think the car was of satisfactory quality when it was supplied because of all the issues Miss J had experienced. She thought Stellantis should unwind the agreement, refund Miss J's deposit amount and 5% of her finance repayments, plus 8% simple interest. She also said all adverse information held with the credit reference agencies should be removed and that £250 for the distress and inconvenience should be paid to Miss J.

Stellantis disagreed with the investigators findings and asked for an Ombudsman to look into the case, so it was passed to me to review.

I sent Miss J and Stellantis my provisional decision on this case, on 9 May 2025. I explained why I think the complaint should be upheld. A copy of my provisional findings is included below:

Miss J acquired her car using a hire purchase agreement and so The Consumer Rights Act 2015 is the relevant legislation for this complaint. The Act sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Satisfactory quality is essentially based upon what a reasonable person would consider to be satisfactory. In instances like this when considering the quality of a car, the age, mileage and price are some of the things that I think would be considered to be reasonable to take into account.

If the purchased goods are found to be defective after 30 days, then the supplier must be given one opportunity to repair or replace the goods.

It isn't in dispute that Miss J's car has been in for repairs under the warranty several times. One of these times was for the dashboard display to be replaced.

Miss J has provided evidence that she's continuously reported issues with the display since this time. I know the dealership has tried to replicate the issue and can't find any faults.

But I need to bear in mind that the issue is intermittent. Miss J has also sent video and photo evidence showing the screen freezing on at least three occasions. This, in conjunction with the emails showing the issue with the screen was regularly reported by Miss J means I'm persuaded that it's likely that there is an intermittent fault with it.

I've noted that Miss J first reported an issue with the screen soon after acquiring her car, and so I also think it's likely it was present or developing at the point of sale.

I've considered that the car was brand new when Miss J got it. It has travelled around 21,000 miles which is what I would expect for how long Miss J has had it for.

Bearing in mind all this, I'm persuaded that there is an intermittent fault with the screen freezing, and I don't think a reasonable person would say the car was of satisfactory quality because of this. So, I think, under the CRA, that the car was of unsatisfactory quality when it was supplied.

The supplier has already been given an opportunity to repair the screen in June 2022 when it was replaced, which is what it's entitled to as a remedy under the CRA. As the screen issues are still present after the attempted repair, Miss J should now be allowed to reject the car.

In rejecting the car, Stellantis should unwind the agreement so Miss J has nothing further to pay and collect the car at no further cost to her. As part of this, they should remove any adverse information held with the credit reference agencies.

Stellantis should also refund the deposit amount of £6,136.56 Miss J paid. They should pay 8% simple interest on this amount from the date she paid it to the settlement of this complaint. This is because Miss J has been without use of these funds.

I've noted that the dealership has confirmed that Miss J was provided with a loan car each time her car was with them. As Miss J has travelled around 21,000 miles since having the car and was kept mobile when she wasn't able to use it, I don't think any refund on her finance repayments is due.

I think Stellantis should also pay Miss J £250 for the distress and inconvenience she has experienced as a result of the faulty car. I say this because she's had the inconvenience and stress of having to take her car to the dealership multiple times. I also think it would've been annoying to keep being told there wasn't a problem with the screen when this was

*something she was experiencing. I can understand why Miss J would've found all that has happened frustrating. And so, I think £250 acknowledges the distress and inconvenience she would've experienced.*

Miss J responded accepting my provisional decision. Stellantis didn't send any further comments by the response deadline in the provisional 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.

As Miss J accepted the decision and Stellantis didn't respond, I see no reason to depart from the conclusions I reached in my provisional decision.

### **Putting things right**

My final decision is that I uphold this complaint and require Stellantis Financial Services UK Limited to:

1. Unwind the agreement so Miss J has nothing further to pay;
2. Collect the car at no extra cost to Miss J;
3. Refund Miss J the deposit amount of £6,136.56.
4. Add interest at a rate of 8% a year simple to part three of this settlement from the dates it was paid, to the date of settlement of this complaint.\*
5. Pay Miss J £250 for the distress and inconvenience he has experienced; and
6. Remove any adverse information which has been recorded with the credit reference agencies.

\* Stellantis must pay these amounts within 28 days of the date on which we tell them Miss J accepts my final decision.

If Stellantis deducts tax from any interest they pay to Miss J, they should provide Miss J with a tax deduction certificate if she asks for one, so she can reclaim the tax from the tax authorities if appropriate.

### **My final decision**

My final decision is that I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 25 June 2025

Ami Bains  
**Ombudsman**