

## **The complaint**

Ms H is unhappy that a car supplied to her under a conditional sale agreement with Stellantis Financial Services UK Limited (Stellantis) was of an unsatisfactory quality.

## **What happened**

In August 2022 Ms H was supplied with a new car through a conditional sale agreement with Stellantis. She paid an advance payment of £16,850 and the agreement was for £39,744 over three years; with 35 monthly payments of £191.61 and a final payment of £16,188.

Ms H complains that she had a number of issues with the car since she got it. She says it is now unsafe.

She said when she first collected the car the paintwork on the bonnet was patchy and this was repaired – but she says you can still see the faults when you look closely.

In February 2023 a repair to the dashboard was carried out, as it wasn't sitting flush. She said the dash display goes off intermittently and this has never been fully repaired.

She said she's had a number of major faults with the car since it went into the dealer following a recall in May 2024. These include the speedo displaying the wrong speed, the car accelerating without the driver pressing the pedal, and the speed not picking up when the pedal is pressed. She said these problems are all intermittent.

She said a number of faults with the infotainment system have been fixed.

She said she feels the car is unsafe to drive. She said this was confirmed in a conversation with the manufacturer's customer care team.

She complained to Stellantis in November 2024. In January 2025 they acknowledged her complaint. They said they were still investigating and told her she could take her complaint to the Financial Ombudsman Service.

Ms H didn't receive a further response from Stellantis, so she referred her complaint to our service for investigation.

Our investigator was satisfied the car was faulty. This was based on the evidence provided by Ms H. She said Ms H should be allowed to reject the car as there had been one attempt to repair and that had failed.

Stellantis didn't respond to our investigator. And because they didn't respond, this matter has been passed to me to make a final 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.

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. Ms H was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Ms H entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. In this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

So, if I thought the car was faulty when Ms H 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.

Here, I'll consider that the car was new when supplied to Ms H. So, I think a reasonable person would expect trouble free motoring for some time.

I'm satisfied the car is faulty. Ms H has described a list of problems she's had with the car. Many of these have been repaired. But she has also described serious faults with the brakes and accelerator.

She's provided a copy of invoices for work done on the car in May 2024 and August 2024. These show that work was done as part of a recall, for a radar and autobraking fault. Work was also done to repair the blank display screen. She also provided a copy of electronic notes from the supplying dealer. This confirms the work done.

I'm persuaded by her testimony. It has been consistent, is backed up with the evidence she has available, and describes the circumstances eloquently.

With no other evidence to consider, I'm satisfied the faults described above, particularly the issues with the brakes and accelerator, mean the car wasn't of a satisfactory quality. These faults have occurred in a car that has done less than 10,000 miles in just two years. I wouldn't expect these faults to be reoccurring in a car of this age. So in the absence of any other evidence, I'm satisfied the car is not sufficiently durable.

I'm also satisfied that a repair has been attempted and failed.

Section 24(5) of the CRA says:

*“a consumer who has ... the right to reject may only exercise [this] and may only do so in one of these situations – (a) after one repair or replacement, the goods do not confirm to contract.”*

This is known as the single chance of repair. And this applies to all issues with the goods, and to all repairs i.e., it's not a single chance of repair for the dealership AND a single chance of repair for Stellantis – the first attempted repair is the single chance at repair.

The invoice from August 2024 appears to state that the work was completed successfully. It says the battery was replaced and then tested.

But Ms H has told us that the faults are still present, although intermittent. She says she has experienced the issues whilst driving, as have her partner, and her father. She also said the issues with the display screen going blank still happens.

Ms H has confirmed that she had previous repairs to the paintwork, the dashboard, and the infotainment system. I've explained above that the CRA doesn't provide a single chance of repair for each fault. If a different fault, or faults, arises after a previous repair, as has happened here, even if those faults aren't related, the single chance of repair has already happened.

The CRA is clear that, if the single chance at repair fails, as was the case here, then the customer has the right of rejection.

### **Putting things right**

Ms H was able to use the car while it was in her possession. And on most occasions it was being repaired, she was also provided with a courtesy car to keep her mobile. Because of this, I think it's only fair that she pays for this usage. So, I won't be asking Stellantis to refund the monthly payments she made up to the date to November 2024.

Ms H stopped using the car in November 2024 as she felt it was unsafe. I think this was a reasonable decision to make, especially given the intermittent issues with the brakes and accelerator she described.

Since then she has been paying for goods she was unable to use. As, for the reasons already stated, I'm satisfied the car was off the road due to it being of an unsatisfactory quality when it was supplied, and as Stellantis failed to keep Ms H mobile, I'm satisfied they should refund the payments she made during this period.

Ms H incurred extra costs having the car serviced. She had to arrange for the car to be transported to and from the servicing garage. This was because of the issues described above. Given that the car wasn't of a satisfactory quality when supplied, I think it's only fair that Stellantis reimburse these costs.

It's clear that Ms H has been inconvenienced by having to arrange for the car to be repaired, and by this repair being unsuccessful. And she was further inconvenienced by being left with a car that wasn't safe to drive. She's been affected financially as she's continued to make the monthly payments for the car. She's also described how this has affected her mental health.

This wouldn't have happened had Stellantis supplied her with a car that was of a satisfactory quality. So, I think Stellantis should pay her £250 in compensation to reflect the distress and inconvenience caused.

Therefore, Stellantis should:

- end the agreement with nothing more to pay;
- collect the car at no cost to Ms H;
- remove any adverse entries relating to this agreement from Ms H's credit file;
- refund the £16,850 deposit Ms H paid (if any part of this deposit is made up of funds paid through a dealer contribution, Stellantis is entitled to retain that proportion of the deposit);
- refund all payments Ms H made from 13 November 2024;
- refund the cost of the transportation to and from the service as described above – on receipt of proof of payment and invoice;
- apply 8% simple yearly interest on all the refunds set out above, calculated from the date Ms H made the payment to the date of the refund<sup>†</sup>; and
- pay Ms H an additional £250 to compensate her for the distress and inconvenience caused by being supplied with a car that wasn't of a satisfactory quality.

<sup>†</sup>If Stellantis considers that tax should be deducted from the interest element of my award, they should provide Ms H with a certificate showing how much they have taken off so she can reclaim that amount, if she is eligible to do so.

### **My final decision**

For the reasons explained, I uphold Ms H's complaint about Stellantis Financial Services UK Limited and they are to follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 16 July 2025.

Gordon Ramsay  
**Ombudsman**