

## **The complaint**

Mr and Mrs S complain that Stellantis Financial Services UK Limited, trading as Stellantis Financial Services (Stellantis), incorrectly continued to send payment demands after their agreement ended. They would like more compensation than Stellantis has agreed to pay

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the reasons for my 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 have reached the following conclusions: -

- There is no dispute that Stellantis wrongly sought payments after the conditional sale agreement ended with nothing further to pay. I have seen the numerous text messages sent seeking payments, and confirmation of the impact on Mr and Mrs S's credit files. I understand Mr S's credit file has been corrected, however Mrs S's hasn't. I don't doubt the distress and inconvenience this has caused both of them.
- Our investigator recommended Stellantis pay an additional £200 compensation on top of the £200 already paid and pay 8% simple interest on the refunded monthly payment. Stellantis has agreed to. I would like to reassure Mr and Mrs S I have carefully considered the comments they have made in support of their case that the financial compensation isn't enough.
- Mr S has evidenced that a credit provider turned down their mortgage application due to the information on their credit file on their agreement with Stellantis as these incorrectly showed missed payments. Mr S estimates a loss of approximately £7000 for fees, surveys and mortgage arrangements for a house purchase they were unable to complete.
- Unfortunately, there are numerous factors that could impact on a house purchase. Whilst I am very sympathetic to Mr and Mrs S's situation they haven't evidenced that the sale of a specific house purchase failed solely due to one credit provider declining a mortgage application. So, I can't reasonably ask Stellantis to cover these costs as I have no proof that other factors didn't impact on the house purchase not going ahead.
- I also don't doubt the emotional impact and stress for both Mr and Mrs S. I understand Mrs S already had some health issues, so I can only imagine this situation would have just added to her difficulties.
- I have carefully considered if the additional £200 compensation on top of the £200 already paid is fair and I do feel it is. I think this takes into account the distress and inconvenience caused and the delay in resolving adverse information on their credit

files.

### **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement Stellantis Financial Services UK Limited should: -

- Remove any adverse information on Mr and Mrs S's credit file if it has not done so already
- Pay 8% simple interest from the date of payment to the date of settlement on the refunded monthly payment
- Pay a further £200 compensation for the distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 13 August 2025.

Bridget Makins  
**Ombudsman**