

The complaint

Ms B is unhappy with the car supplied under the conditional sale agreement with Stellantis Financial Services UK Limited (Stellantis).

When I refer to what Ms B and Stellantis have said or did, it should also be taken to include things said or done on their behalf.

What happened

In April 2024 Ms B entered into a conditional sale agreement with Stellantis to acquire a new car. The total cash price of the car was £33,828. There was an advance payment of £20,750. The duration of the agreement was 36 months consisting of one payment of £363.55 followed by 35 monthly payments each £363.27.

Ms B said when she got home, after acquiring the car, she realised it did not have front sensors, so she emailed the supplying dealership to query this. Ms B said the front sensors are something that is really important to her and she remembers clarifying with the supplying dealership to ensure the car she was ordering had them. So, when she picked up the car and realised that the sensor option was missing, she raised this with them. The supplying dealership agreed to have the front sensors fitted onto the car.

On 10 July 2024 she picked up the car, but after a quick drive the front sensors was going off all the time for no apparent reason. Ms B thought that maybe the settings needed adjusting. At this time, she also said that the mats she was promised, and now provided, were not the right ones for her car as the holes were in the wrong places. Ms B also said that the fitted sensors were totally different from the factory fitted front sensor with a camera. Instead, they felt like a cheap alternative. On 26 July 2024, the car went back to the dealership and Ms B said she was told the car would need rebooking for further work, and also, that different mats would be ordered for her. Ms B was also unhappy that she was not getting a refund for the extra cost of £65 she incurred because the courtesy car she was provided, when her car was in the shop, was not like for like.

In January 2025, Stellantis wrote to Ms B and said that as the supplying dealership told them that the sensors were correctly fitted on the 29 of November 2024, and as such, this brought the issue to a close. So, they said, they were not upholding her complaint.

Ms B was not happy with this response, as the car never went to back to the supplying dealership since the failed repair in July 2024. As she remained unhappy with the above, she referred her complaint to the Financial Ombudsman Service (Service).

Our investigator looked at Ms B's complaint and was of the opinion that the complaint should be upheld. The investigator said they checked the specification of Ms B's specific car model, which indicated that the car includes a rear parking aid and front sensors, and that there was nothing on the sales invoice to say that the car supplied to Ms B had an altered specification. A such, the investigator felt that the car supplied was not as described. And when Ms B did accept the dealership offer to fit retrospective sensors and these, in turn, failed and could not

subsequently be repaired, the investigator was of the opinion that Ms B should be able to exercise her right to reject the car.

Stellantis did not respond, so the complaint has been passed to me to decide.

After reviewing the case, I issued a provisional decision on 14 August 2025. In the provisional decision I said:

“What I’ve provisionally 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

I am very aware I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me, reaching what I think is the right outcome. This reflects the informal nature of our service as a free alternative to the courts.

What I need to decide in this case is whether the car Ms B acquired was misrepresented to her by Stellantis and/or their agents. To make a finding of misrepresentation, I would need to be satisfied that Ms B was told a false statement of fact that caused her to enter into a contract she would not have entered into otherwise. And if I am not satisfied there has been a misrepresentation, I still need to consider whether there has been a breach of contract because the goods might have been mis-described.

Ms B said that when she got home after picking up the car, she realised it did not have front sensors. As such, she emailed the supplying dealership to query this. Ms B said the front sensors are something that is really important to her and she remembers clarifying with the supplying dealership to ensure the car she was ordering had them.

Stellantis have told us that when it comes to specific features of the car they can be altered, added, or removed by the manufacturer before or after order at their own discretion. They said the manufacturer of the car published that they have a right to modify their cars’ specifications and equipment without notice at any time. Moreover, they said, they do not have sight of the Ms B’s order form with the supplying dealership. As such, they provide financing based on the model type specified to them by the manufacturer at the price they set at that time. So, they feel they are not liable for the absence of the parking sensors as this did not constitute a breach of their obligations under the Consumer Rights Act 2015 (CRA).

I have considered what both sides have said and provided.

First, I should say that I believe that Section 56 of the Consumer Credit Act 1974 would apply here. This section deals with “antecedent negotiations”, and it explains that finance providers are liable for what they say and for what is said by a credit broker or a supplier (in certain circumstances) before the consumer takes out the credit agreement. Considering all the circumstances of this case, I think most likely, this section does apply.

I was not present at the time of sale to hear everything discussed, but when things are unclear, I make my decision on the balance of probabilities. Ms B has provided credible and persuasive testimony to say that she was led to believe by the supplying dealership that the car would come with front parking sensors. And, I think most likely, this was true.

From the email she sent after she picked up the car, I can see that she states that when she ordered the car it was supposed to have the front parking sensors. And I think having those sensors was very important to Ms B because when she found out that the sensors that were retro fitted were not working properly, she paid the finance off in full and started the process of part exchanging the car in question for a car that would have the front parking sensors on it. That is why, taking all of the above into consideration, I think most likely, Ms B would have discussed the importance of the front parking sensors during the lead up to the sale – and that it would have been a key factor in her decision making. This is based on her credible testimony about the importance of this feature and the actions she has taken since she found out that she cannot have proper working front parking sensors on the car she acquired.

When coming to the above conclusion, I have also taken into consideration that the supplying dealership agreed to fit front parking sensors retrospectively at no cost to Ms B, in order to put things right.

A misrepresentation is a false statement of fact which induces a person into entering a contract when they would have acted differently, had they known the truth. I think the evidence here indicates that Ms B was told a false statement of fact about the features of the front parking sensors. I know that at the time the statement was made, the supplying dealership was under the impression that this feature would be available in the car in question, and it could be that the manufacturer later changed the specs of the car. But in a situation like this, the supplying dealership, a party that originally made a statement that is no longer true, had a duty to update Ms B. And I think they could have done this before acquisition, but they did not.

From all the evidence available I think most likely Ms B would not have purchased the car had she known the front parking sensors option is not available on the car. The remedy for misrepresentation is usually rescission of the contract to put the consumer back in the position they would have been in, had it not been for the false statement. It is not to give the consumer the benefit of the false statement.

However, as time passed, Ms B continued to use the car, putting further miles on it, as the supplying dealership did promise her that they could retrospectively fit working sensors. As such, in this case, I think rescission of the contract is not the most fair and reasonable solution at the current stage.

I have also looked at a remedy for breach of contract, namely for goods which are not as described. The requirement for goods to be as described is implied into the contract between Ms B and Stellantis by the CRA. Under the CRA where such a term is breached, this provides Ms B several remedies including repair, replacement, or monetary awards such as damages. So, I considered what the right remedy is (rather than a rejection). I also thought about what both sides have said.

I have considered that a repair or replacement are most likely not practical remedies at this stage. I say this because on more than one occasion, the supplying dealership already tried to fit the car with front sensors and there have been issues with them not working properly. So, a repair seems unreasonable at this stage. And I think, most likely, it would not be easy to replace the car with a similar one with front parking sensors, and I think this process would, most likely, cause Ms B further inconvenience in any event. So, I think now the most

fair and reasonable option is for Ms B to be able to reject the car. When coming to this conclusion, I have also taken into consideration that this is Ms B's preferred option, as it will allow her to go ahead and purchase a car that will have the parking sensors she desires.

Stellantis should collect the car from wherever it is located at no cost to Ms B. Ms B has been able to use the car, so I think it is reasonable she pays for this use. And when deciding what a fair and reasonable redress should be, I have taken into account that Ms B has already settled the finance agreement early. So, as a starting point I think Stellantis should refund to her the settlement figure that Ms B paid, but considering all the circumstances of this specific case, I think it would be fair that Stellantis keep all payments that she made plus any monthly payments that Ms B would have been required to make, had she not settled the agreement early. So, they can keep any payments up until settlement date (these can be subtracted from the total redress due to be paid to Ms B). And the settlement date and collection of the car should not be unreasonably delayed by either side.

Stellantis should also refund the advance payment of £20,750 that Ms B paid.

In addition, driving the car without having a feature such as the front parking sensors was likely very stressful and annoying for Ms B. So, this would have reduced the enjoyment and utility Ms B would have had while driving the car. There is no exact mathematical method to quantify the impact of driving the car with such issues but, having considered the circumstances, I think that Ms B should be entitled to a refund of 10% of the of the monthly repayments she has made and the ones due up to the date of settlement.

Ms B also mentioned that when the parking sensors were being retro fitted, the courtesy car she was provided cost her an additional £65 to drive. Ms B said the supplying dealership agreed to refund this, but never did. I think had Stellantis provided her with a car with the front parking sensors installed at the onset, Ms B, most likely, would not have had to incur this extra cost. So, upon proof of receipt, they should refund this payment to her if this has not yet been paid by the dealership.

Stellantis should also add interest to the refunded amounts from the date of each payment made by Ms B until the date of settlement. Interest should be calculated at 8% simple per year.

I know that Ms B has mentioned that this situation had an impact on her and had caused her a lot of distress and inconvenience while trying to resolve it. Ms B had to take the car back to the supplying dealership to resolve this issue and the courtesy car they provided was not a like for like, which caused her further distress and inconvenience. I think Ms B would not have experienced all of this, had Stellantis supplied her with a car that had the front parking sensors installed. So, I think Stellantis should pay her a total of £200 in compensation to reflect the impact this had on Ms B.

I know that Ms B has also mentioned that the car did not come with floor mats that were promised to her and the ones provided were not the right ones as the holes were in the wrong places. But considering that I already said she should be able to reject the car, there would be no point in asking Stellantis to provide the right mats. I have already taken into consideration the impact of having the incorrect floor mats, and having to wait for new ones when I was thinking about the redress I have set out above.

My provisional decision

For the reasons given above, I intend to direct Stellantis Financial Services UK Limited to:

- 1. Collect the car from wherever it is located at no cost to Ms B;*

2. Refund to Ms B the settlement figure that she paid to settle the agreement early;
3. Keep all payments that Ms B made, plus any monthly payments that Ms B would have been required to make, had she not settled the agreement early. So, Stellantis can keep any payments that would have been due up until the settlement date;
4. Refund 10% of the of the monthly repayments Ms B has made, and from the ones due up to the date of settlement.
5. Refund the advance payment of £20,750;
6. Refund £65 incurred in extra cost due to the courtesy car not being like for like, if this has not yet been done;
7. Add 8% simple interest per year to all refunded amounts, from the date of each payment to the date of settlement;
8. Pay Ms B £200 compensation for distress and inconvenience caused;
9. Remove any adverse information recorded on Ms B's credit file in relation to this credit agreement. And the credit agreement should be marked as settled in full on her credit file, or something similar, and should not show as voluntary termination.

If Stellantis Financial Services UK Limited considers that tax should be deducted from the interest element of my award, they should provide Ms B with a certificate showing how much they have taken off so she can reclaim that amount, if she is eligible to do so."

I asked both sides to provide me with any additional comments or information they would like me to consider by 28 August 2025.

Ms B accepted my provisional decision.

Stellantis did not respond.

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 and considering neither Ms B and Stellantis did not have any further information or comments to make, I see no reason to reach a different conclusion to what I reached in my provisional decision (copied above).

My final decision

For the reasons given above, and in my provisional decision, I direct Stellantis Financial Services UK Limited to:

1. Collect the car from wherever it is located at no cost to Ms B;
2. Refund to Ms B the settlement figure that she paid to settle the agreement early;
3. Keep all payments that Ms B made, plus any monthly payments that Ms B would have been required to make, had she not settled the agreement early. So, Stellantis can keep any payments that would have been due up until the settlement date;
4. Refund 10% of the of the monthly repayments Ms B has made, and from the ones due up to the date of settlement.
5. Refund the advance payment of £20,750;
6. Refund £65 incurred in extra cost due to the courtesy car not being like for like, if this has not yet been done;
7. Add 8% simple interest per year to all refunded amounts, from the date of each payment to the date of settlement;
8. Pay Ms B £200 compensation for distress and inconvenience caused;
9. Remove any adverse information recorded on Ms B's credit file in relation to this

credit agreement. And the credit agreement should be marked as settled in full on her credit file, or something similar, and should not show as voluntary termination.

If Stellantis Financial Services UK Limited considers that tax should be deducted from the interest element of my award, they should provide Ms B with a certificate showing how much they have taken off so she can reclaim that amount, if she is eligible to do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 30 September 2025.

Mike Kozbial
Ombudsman