

The complaint

Mrs W disputes that she signed a second finance agreement with Stellantis Financial Services UK Limited after exchanging a car she was unhappy with.

What happened

In February 2022 Mrs W signed a conditional sale agreement with Stellantis for a new car. Because of some issues she had with it, she agreed with the dealership that she could exchange it for a different new car. She picked up the new car in December 2022.

Mrs W asked to voluntarily terminate her agreement because she was experiencing financial difficulties. She says she found out at this point that a new agreement had begun in December 2022 when she got the new car. This meant the amount owing as part of the voluntary termination wasn't what she thought and so wasn't affordable for her. She's unhappy as the length of time left on her agreement is more than she thought, she disputes ever signing a new agreement and the implications of exchanging her original car was never made clear to her.

Unhappy, she complained to Stellantis. They didn't issue Mrs W a final response in response to her complaint, but they've since explained that conversations about the new car would've taken place with the dealership. They said that as a new conditional sale agreement was signed in December 2022, they feel that everything was made clear to Mrs W.

Mrs W didn't agree so she brought her complaint to our service. An investigator looked into everything for her. She said that based on the evidence available she thinks Mrs W was made aware of the new agreement as the new details were emailed to her. Stellantis has also sent copies of both the February and December agreement which have the same signature on it.

Mrs W replied to the investigator's view saying she disagreed. She said her health issues meant she needed things explained to her clearly and that she had been exploited. She's adamant she didn't sign the second agreement in December 2022.

As Mrs W was unhappy, the case has now been passed to me to review.

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.

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 wasn't there at the time Mrs W arranged the collection of the new car, so I don't know how exactly the arrangement was explained to her. As such, I've considered all evidence that is

available. This includes what Mrs W and Stellantis have told us and also includes the agreement itself.

I've firstly considered the documents provided by Stellantis. They've sent us two signed agreements - the first one taken out by Mrs W and the second one which she disputes seeing or agreeing to. I've noted that Mrs W's electronic signature on both agreements are the same and that both were sent to the same email address. Mrs W doesn't dispute receiving and signing the first agreement. I haven't seen anything to suggest the signatures were added fraudulently so I can't reasonably say that Mrs W wasn't aware of them.

I've then gone on to consider the emails Mrs W had with the dealership and manufacturer when she wasn't happy with her current car. I've had to bear in mind that the email chains are incomplete, so they don't provide me with a clear understanding of the circumstances surrounding the second agreement.

I can see on one email exchange the possibility of returning or exchanging the current car was discussed. In other emails, the dealership says how the manufacturer is subsidising the cost of a newer, better model car for her free of charge. In another email this is referred to as a £6,000 contribution.

I asked Mrs W about the £6,000 contribution and she's explained that she was told because the new car she was getting was more expensive, they were putting things in place to make them a similar price.

While I take Mrs W's point that these emails don't make it clear a new agreement would be set up, the talk of financial contributions on the new car suggests to me that it's likely conversations about financing the new car were taking place. This is because it seems reasonable that any financial contribution would be added to an agreement.

I've also carefully considered Mrs W's testimony, taking into account what she's said about her health difficulties meaning things needed to be clearly explained to her. Mrs W hasn't said she told the dealership about her health conditions, nor can I see any evidence to show that she made them aware about them at the time of supply or during the process. And so, I can't fairly say they needed to make any adjustments. And for similar reasons as above, I'm not able to reasonably conclude that the arrangements with the new agreement were not made clear to her.

In addition to this, even if the new agreement wasn't discussed or made clear, it wouldn't change my outcome. This is because I don't think Mrs W would have done anything differently and would have taken out the new finance agreement had it been made clear to her. This is because Mrs W received a £6,000 contribution for the new car which was a better model than the one she was giving back.

Whilst I'm sorry to hear about Mrs W's financial situation, she wouldn't have been able to predict this in December 2022. I've also considered that had Mrs W not taken out a new agreement and just handed her car back, she'd still likely have taken out a new finance agreement for a new car elsewhere, leaving her in the same position.

And so, overall, there isn't enough evidence for me to fairly say the second agreement was taken out fraudulently or without her knowledge.

My final decision

My final decision is that I don't uphold this complaint for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 12 January 2026.

Ami Bains
Ombudsman