

## The complaint

Mrs F complains that Stellantis Financial Services UK Limited incorrectly charged her too much when she settled her conditional sale agreement.

## What happened

In October 2024, Mrs F requested a settlement figure for her conditional sale agreement with Stellantis. She made this request online via the dealership that had originally brokered the finance. The settlement figure she was given was £11,157.29. Mrs F says the dealership then confirmed this figure to her a few days later when she was looking to set up a new finance agreement for another car.

The dealership arranged for the payment of £11,157.29 to be paid to Stellantis. A few days later, Stellantis collected an additional amount of £389.15 by direct debit. This was the usual monthly repayment under the conditional sale agreement.

Mrs F complained to Stellantis. She asked it to refund the £389.15 it took by direct debit as this was clearly an overpayment. Stellantis didn't agree to the refund. It said the direct debit payment was always due in addition to the settlement figure Mrs F had obtained from the dealership.

Our investigator didn't recommend the complaint be upheld. She was satisfied that Mrs F had not made an overpayment and the correct amount to settle the conditional sale agreement included the additional direct debit payment.

Mrs F didn't agree, so the complaint has been passed to me for a 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'm satisfied that Mrs F hasn't overpaid when the finance agreement was settled. I'll explain why.

I accept that Mrs F was given a settlement figure of £11,157.29 by the dealership. Further, I've also seen that the settlement figure showing on the statement of account from Stellantis is £11,546.44. Given this higher figure is dated 5 November 2024 on the statement of account, I can understand why Mrs F is under the impression the settlement figure was changed at a later date. However, this is not what happened. The settlement figure was always £11,546.44, so the amount showing on the Stellantis statement of account is the correct figure.

While Mrs F part exchanged the car when the November payment was due, that doesn't mean she wasn't still liable to pay the November repayment. This is because the early settlement figure was valid up to 24 November 2024. This means it included all payments due up to and including that date whether or not she chose to pay it sooner.

The figure the dealership obtained for Mrs F didn't include the November direct debit payment that was due to collect only a few days after Mrs F requested the settlement figure, which is why it was lower. It wasn't included because Stellantis says it had already put in the direct debit request for the November payment and expected to receive it. Had Stellantis included the direct debit amount in the figure it gave to the dealership there was then a possibility that Mrs F might overpay (because she would pay the higher amount and have the direct debit collect from her account).

While Mrs F has correctly said that a direct debit only takes three days to clear, the provider is able to submit the request earlier. Stellantis says the direct debit request had already been submitted when she requested the settlement and given how close it was to the collection date, I don't think that was unreasonable.

In any event, Stellantis did not provide Mrs F with incorrect or misleading information. She obtained the settlement quote and any information about the settlement (and what impact it might have on her repayments) from the dealership. What Stellantis provided to the dealership was strictly speaking correct, as it set out what Mrs F would still need to pay once her usual monthly repayment had been collected. If the dealership didn't advise Mrs F to check with Stellantis (or she chose not to check) about what she should do regarding her contractual monthly payments and direct debit, that isn't something I can reasonably hold Stellantis responsible for.

Mrs F did not approach Stellantis for clarification about that issue, nor did she obtain the settlement quote from Stellantis directly. Had she done so, it's possible Stellantis would have clarified what she needed to do about future direct debits. But even if Mrs F had approached Stellantis, she would be in no different financial position now, as I'm satisfied she has paid the correct amount to settle the finance agreement.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 17 October 2025.

Tero Hiltunen  
**Ombudsman**