

The complaint

Mrs B complains that she was mis sold a hire purchase agreement with Stellantis Financial Services UK Limited (Stellantis).

What happened

In January 2022 Mrs B was supplied with a used car through a hire purchase agreement with Stellantis. She paid an advance payment of £3,148.40 and the agreement was for £37,152.32 over 48 months; with one monthly payment of £435.36, followed by 46 monthly payments of £436.36 and a final payment of £13,500. At the time of supply, the car was around ten months old, and had done 5,850 miles.

Mrs B said that extra amounts were added onto her hire purchase agreement without her knowledge. She said she did pay for GAP insurance, but said she did not agree to the other extras or the extra finance/higher balloon payment at the end of the term.

She said Stellantis had not responded to her repeated request for copies of her finance agreement and an explanation why these charges had been added.

She said that this car had replaced another car that she hadn't been happy with. She said the supplying dealer agreed to supply her with this car for the same monthly payment as on the previous agreement. She said there were a number of issues with this car, and she had spent two years trying to get them repaired.

She said when she had an issue with one of the tyres, it was replaced and the cost was covered by a tyre insurance product. She said she wasn't aware this insurance product was part of the agreement. She said she was then sent information that showed she had other insurance products that she said she wasn't aware of.

She said she thought the finance agreement on this car was the same as the previous one, as the monthly payment was the same. She said she didn't know why the extra £5,000 had been added, or why the balloon payment was higher.

She also complained that that Stellantis didn't apply a government grant for electric vehicles that she said was available at the time she entered into the agreement.

She said she was now £5,000 in negative equity on the agreement. She said this meant she couldn't part exchange the car or complete the end of the term as she would still owe £5,000. She said this is the £5,000 Stellantis, or the supplying dealer, have added to the agreement without her knowledge.

Stellantis issued their final response letter to Mrs B in May 2025. They didn't uphold her complaint. They said her complaint related to an alleged failure by the dealership and not Stellantis, and they had no control or jurisdiction over the service she had received. They said this was because they were not present at the point of sale and couldn't comment on the discussion that took place.

Mrs B was unhappy with this response, so she referred her complaint to our service for investigation.

Our investigator didn't uphold Mrs B's complaint. He said he hadn't seen any evidence that persuaded him that the agreement was misleading or had been mis sold. He relied mainly on the agreement documentation provided by Stellantis from the time of sale. He said there was insufficient evidence that there were any hidden charges or extra amounts on the agreement that Mrs B wouldn't have been aware of when she signed the agreement.

Mrs B didn't agree with the investigator. She explained that she wouldn't have taken out the extra insurance products. She said there were discrepancies between the agreement our investigator had referred to and the version she had. She also said the signature on the agreement was not hers.

She said she had taken out finance agreements previously and had usually part exchanged after a few years using the equity in the car. She said that was not possible on this occasion as she says it had constantly been in negative equity. She said she should have equity in the car or at least be breaking even.

She said she should not be left financially worse off or confused about the detail in her finance agreements this late into her contract.

Because Mrs B didn't agree, 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, as it is in this complaint, 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. Mrs B has complained that the hire purchase agreement was mis sold to her. As this is a regulated consumer credit agreement we are able to investigate her complaint.

Stellantis said they had no control or jurisdiction over the service Mrs B had received from the supplying dealer.

That is not the case. I remind them that Section 56 of the Consumer Credit Act 1974 explains that finance providers (in this case Stellantis) are liable for what they say and for what is said by a credit broker or a supplier (the supplying dealer) before the consumer takes out the credit agreement.

So in this instance anything the supplying dealer said may be deemed to have been said on behalf of Stellantis.

Mrs B said she was told by the supplying dealer that her monthly payments would be the same amount on this agreement as the monthly amount on the agreement she had on the car she was rejecting. I don't know what exactly was discussed between Mrs B and the dealer.

She hasn't been able to provide any evidence that the agreement was mis sold – that's not unusual as it relates to a conversation some four years ago.

As the evidence is inconclusive, I need to consider what evidence does exist. Mrs B was entering into a new agreement. I've been provided with a copy of that agreement.

The agreement clearly shows the finance details for the car, and the finance details for the three insurance products: GAP, tyre, and Smart Insurance. It shows the "*total amount payable*": made up of two amounts, £37,157.32 for the car, and £1,568.81 for the insurance products. This includes the interest payable on both amounts over the period of the agreement.

So I'm satisfied that the amount financed as shown on the agreement matches the amounts stated on the used vehicle invoice from the supplying dealer. I'm not persuaded there are any extra or hidden charges that Mrs B wouldn't have been aware of when she signed the agreement.

Neither is there any reference on the invoice or the agreement to a government grant for EV cars. That may be because the government grants were designed to subsidise the cost of brand-new cars.

Mrs B said the signature on the agreement is not hers. That is a serious allegation, one that I won't comment on. I'm satisfied that it is more likely than not that the agreement, and the supporting adequate explanation document, would have been sent to her at the time. That's because it is a legal requirement and standard practice for lenders like Stellantis to send copies to consumers.

That means I'm satisfied that she was presented with all the relevant information, including the details of the total cost of credit, the final balloon payment, the three insurance products, the costs of each, and the total amount she was required to pay. The adequate explanation document also explains that at the end of the agreement you could be in "*negativity equity*", so I'm satisfied she was given sufficient information about this risk.

I haven't seen any evidence of any hidden charges or additional amounts that Mrs B would not have been aware of when presented with the agreement documentation. So I'm not persuaded that the agreement was mis sold to her.

Mrs B said the amount of finance shown on the Stellantis digital portal that she uses to access information about this agreement differs from the amount on the agreement supplied to us (and shared with Mrs B) by Stellantis. That's likely to be because the portal amount shows only the amount of credit granted, not the total amount payable, which includes the interest.

I know this will be disappointing for Mrs B but I've not seen any evidence that persuades me that Stellantis have treated her unfairly.

My final decision

For the reasons explained, I don't uphold Mrs B's complaint about Stellantis Financial Services UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 26 November 2025.

Gordon Ramsay
Ombudsman