

The complaint

Mr A complains that Stellantis Financial Services UK Limited (Stellantis) haven't adequately compensated him for the distress and inconvenience they caused when asking him to pay excess mileage charges that weren't due.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr A took receipt of a new car in May 2022. He financed the deal through a hire agreement with Stellantis. He returned the car, and Stellantis asked him to pay a charge for mileage they said he'd completed that was in excess of what had been agreed. Mr A complained to Stellantis and explained they'd not deducted the 300 delivery miles that were on the clock when he took receipt of the vehicle.

Stellantis said they had no control over any delivery mileage that was on the car and suggested it was the dealership's responsibility to consider Mr A's complaint.

Mr A referred his complaint to this service in December 2024 and in February 2025 Stellantis made an offer to resolve it. They upheld the complaint and offered to credit Mr A's account with £50. In March 2025 they agreed to write off the excess mileage charge that related to the delivery mileage, of around £30, and to pay Mr A £150 in respect of the delays he'd experienced. That compensation was increased to £180 in June 2025.

Our investigator thought that was a fair offer and Mr A was initially prepared to accept it. However, he subsequently decided it didn't adequately compensate him for the distress and inconvenience caused by the lengthy delay, Stellantis' unresponsiveness and the persistent letters they sent him chasing the debt. He asked for a final decision by an ombudsman.

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.

I know it will disappoint Mr A, but I think Stellantis' offer is a fair one. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr A acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

There were delays before Stellantis provided their view on Mr A's case. It took them nine months to provide an initial opinion, and I don't think they gave proper consideration to the matter until March 2025 over a year after Mr A referred his complaint to them. Mr A has explained that in the meantime they sent regular letters chasing the debt and he says they hadn't taken adequate consideration of the impact on his mental health.

While I accept there has been some distress and inconvenience caused, I do think the £180 in compensation Stellantis have offered and their confirmation that the 300 delivery miles would be waived, is reasonable in the circumstances. The additional excess mileage charge that relates to the delivery mileage is £32.40. Other excess mileage charges remain so letters would still have been sent to chase the debt. And given the limited amount in dispute I think the compensation is reasonable.

My final decision

For the reasons I've given above I uphold this complaint in part and tell Stellantis Financial Services UK Limited to waive the excess mileage charge in respect of the 300 delivery miles and to pay Mr A £180 in compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 November 2025.

Phillip McMahon
Ombudsman