

The complaint

Mrs R complains that the car she acquired through Stellantis Financial Services UK Limited (“SFS”) wasn’t of satisfactory quality. The issues with the car have now been resolved, but she’s unhappy with the compensation to be paid by SFS.

What happened

Mrs R entered a hire purchase agreement in November 2024 to acquire a used car. The cash price of the car was £20,999, and after taking account of the advance payment of £1,000, the amount of credit provided totalled £19,999. The credit agreement was set up over a term of 49 months, with monthly rentals of £351.22 and if it ran to term, the total amount repayable would be £27,398.56. At the time of the acquisition, the car was around five months old and had been driven only 3,600 miles.

The details of this complaint are known to both parties, so I’m only going to summarise the key points here:

Mrs R says:

- Since she collected the car, she’s had issues with warning lights, software updates, and a tyre that keeps deflating;
- the car was with the garage for nine days in February 2025 while it tried to resolve the issues;
- she had to take two days – unpaid – off work to sort things out;
- she was provided with a courtesy car, but she wants some compensation for the occasion when the car simply stopped driving, leaving her stressed and in a dangerous situation.

SFS didn’t investigate this complaint when it was first raised. It told this Service that it was inadvertently attached to another complaint Mrs R had raised about a different car. SFS said that this car was still covered by the manufacturer’s warranty, so any diagnostics and repairs would’ve been undertaken at no cost to Mrs R.

SFS said the supplying dealership had completed an ECU software update, after which no further issues or faults were identified.

Our Investigator looked at this complaint and said he thought it should be upheld because he thought SFS needed to do more to settle things fairly. He noted that the fault had been successfully repaired by way of a software update, and that there appeared to have been no further issues.

Our Investigator explained the relevance of the Consumer Rights Act 2015 (“CRA”) in the circumstances of this complaint. He acknowledged the frustration, delays, and anxiety that Mrs R had experienced in trying to get the matter resolved and the poor service she’d received, and he recommended that SFS pay Mrs R £150 in recognition of this.

SFS accepted our Investigator's recommendations. Mrs R did not. She said she thought she should receive more compensation because of the unpaid leave she'd taken from work.

Because Mrs R disagrees with the recommended level of compensation, this complaint comes to me to decide.

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 considered all the evidence and testimony afresh, I've reached the same conclusion as our Investigator and for broadly the same reasons. I'll explain why.

The credit agreement entered into by Mrs R is a regulated consumer credit agreement which means that this Service is able to consider complaints relating to it.

The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that the "quality of the goods is satisfactory".

To be considered "satisfactory" the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and other relevant factors. Those factors, in the case of a vehicle purchase, will include things like the age and mileage of the vehicle at the time of sale, and the vehicle's history.

The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

I'm pleased to see that it appears the ECU software update appears to have resolved the matters originally complained of by Mrs R. So there's no need for me to consider further the faults with the car or whether it was of satisfactory quality when supplied. The parties do not agree entirely on the compensation that should be paid, so this is the focus of my decision.

I've considered very carefully the comments from both parties, and I've read carefully the testimony from Mrs R about her frustration with the time and effort it took to get things sorted and the anxiety of breaking down where she did. And, having done so, I've reached the same conclusion as our Investigator – I think his recommendation for settling this complaint is fair and reasonable in all the circumstances of it, and I'll explain why.

I need to tell both parties that calculating compensation is not an exact science. I can't ask SFS to pay Mrs R her hourly or daily rate for the unpaid leave she took. This Service does not typically award compensation based on a complainant's rate of pay. This is because if we were to do so, it could lead to situations where someone on a high salary received more compensation than someone who is retired, or not working, even though their complaints may be similar and the overall impact in terms of anxiety and worry the same.

But I am going to require SFS to pay some compensation. I've noted the frustration, worry and anxiety that this whole episode caused Mrs R, and I'm going to ask SFS to pay the £150 recommended by our Investigator. But I need to tell Mrs R that this is in recognition of the frustration and distress I believe she experienced, it is not to *punish* SFS as this is not the role of this Service.

In summary, I'm satisfied that the compensation suggested by our Investigator is both fair

and reasonable in the circumstances of this complaint, and I'm going to direct SFS to compensate Mrs R accordingly.

Putting things right

I direct Stellantis Financial Services UK Limited to put things right by doing the following:

- Paying Mrs R £150 – if it hasn't already done so – for the distress, worry, and inconvenience that's been caused by the situation with the car that it supplied.

My final decision

My final decision is that I uphold this complaint and require Stellantis Financial Services UK Limited to fairly settle this complaint as I've directed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 5 January 2026.

Andrew Macnamara
Ombudsman