

The complaint

Mrs E complains that the car she acquired through Stellantis Financial Services UK Limited wasn't of satisfactory quality. She wants to cancel the finance agreement, return the car and have her payments refunded. Mrs E also wants an apology and some compensation.

What happened

Mrs E entered a hire purchase agreement in August 2024 to acquire a used car. The cash price of the car was £23,538.49 and was to be repaid through the hire purchase agreement over the 49-month term. Mrs E's monthly rentals were £451.50, so if the agreement ran to its full term and she also paid the final optional payment, the total repayable would be £32,086.71. At the time of acquisition, the car was nearly four years old and had been driven more than 44,000 miles.

Mrs E told us:

- She's experienced a number of issues with the car since acquiring it. After just one day she noticed the wheels and brakes squeaked as though the brakes needed changing, and she'd not been provided with the car's correct service book;
- over the following months other issues arose including; issues with the electronic boot not opening; oil warning lights being illuminated despite there being sufficient oil in the car; intermittent faults with the passenger door's keyless entry system; and problems with the tyre pressure warning light – it illuminated when there was no issue, and didn't illuminate when she had a flat tyre;
- the supplying dealership addressed the issue with the squeaking brakes and replaced some parts at no cost to her, but the problem with the boot not opening was intermittent and the supplying dealership found no fault because it couldn't replicate the problem;
- the issue with the oil warning light was dealt with by the supplying dealership – a bulletin issued by the manufacturer said that a part needed replacing and this was done at no cost to her, and she says she's not had an issue since;
- although the issue with the passenger door keyless system is intermittent, she's provided a video of the problem she's experiencing;
- when she had a flat tyre caused by a puncture from a nail, the warning light didn't illuminate. She already had tyre insurance, so she's been reimbursed the cost of this, but she's concerned that the warning light didn't alert her to the puncture;
- she's convinced the car has an electrical fault somewhere and she's been sold a car that simply does not work;
- the issues cause significant inconvenience with her family responsibilities, and she does not have the time to keep chasing people about issues with the car.

Stellantis rejected this complaint, and it explained what the supplying dealership had said in respect of each of the issues raised by Mrs E. In summary it said that all the issues had either been repaired at no cost to Mrs E, or could not be replicated.

Stellantis told this Service that because some of the issues were raised by Mrs E more than six months after the car was supplied, the onus was on her to provide evidence of a fault's

existence and that the fault would've been present or developing when the car was supplied in August 2024.

Stellantis said that the supplying dealership had remedied the issues raised by Mrs E, which seemed to be of a wear and tear nature, and the car had passed a subsequent health check and MOT with no issues indicating problems at the point of sale.

Our Investigator looked at this complaint and said she didn't think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint and said that given the time Mrs E had been in possession of the car, and the mileage she'd driven, she'd seen no evidence that some of the faults complained of were present or developing at the point of supply. She noted that the other issues raised by Mrs E had been dealt with at no cost to her, and the evidence of the health check in April 2025 and the MOT suggested these remedies had been successful.

In conclusion, our Investigator said she wasn't persuaded that there was anything wrong with the car and couldn't conclude that Stellantis had supplied a car that was not of satisfactory quality.

Mrs E disagrees so the 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 done so, I agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mrs E is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. Stellantis is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Mrs E was of satisfactory quality or not.

Stellantis supplied Mrs E with a used car – it was nearly four years old and had been driven more than 40,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Mrs E has experienced problems with the car - that has been well evidenced by both her testimony and the other information she's sent this Service. But just because Mrs E has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Mrs E wasn't of satisfactory quality.

Stellantis would only be responsible for putting things right if I'm satisfied that the issues Mrs E complains about now were present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mrs E acquired it in August 2024. And I simply haven't seen anything, for example, an independent engineer's report, that explains the cause of the faults and shows me that the faults were present or developing when the car was supplied to Mrs E; or that the problems she's had are *not* commensurate with a car of this age and mileage; or that issues she has are a result of previous repairs that have failed.

I understand Mrs E's frustration; this Service advised her to obtain an independent inspection to support her position, and she told us that she had been trying to find someone to independently assess her car, but that she is repeatedly told that "*you're wasting your money, you'll never prove this*". But I have to tell her that without an independent engineer's report showing otherwise, then considering all the relevant circumstances, I can't hold Stellantis responsible for the problems Mrs E now complains of.

I know Mrs E will be disappointed with the outcome of her complaint, but I hope she understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

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

Andrew Macnamara
Ombudsman