

The complaint

Mr M complains about the quality of a used car he acquired through a conditional sale agreement with Stellantis Financial Services UK Limited ('SFSUK'). Mr M says the car had a series of faults which he's had repaired. He would like compensation for the repairs he has paid for.

What happened

Mr M's complaint is about the quality of a car he acquired in November 2023. The car was used, and it was first registered in August 2016. So, it was over seven years old when Mr M received it. It had covered about 44,500 miles.

Mr M acquired the car using a conditional sale agreement that was started in November 2023. The vehicle had a retail price of £19,279. Mr M paid a £7,500 deposit meaning £11,779 was financed. This agreement was to be repaid through 12 monthly instalments of £1,052.54. Based on the statement of account an outstanding balance remains due. If Mr M made repayments in line with the credit agreement, he would need to repay a total of £20,130.48.

Mr M has complained about the quality of the car. Below is a summary of the issues complained about by Mr M and the investigation and repair work that has been carried out by two independent garages and a manufacturer's dealership, alongside with what has happened in respect of the complaint.

- Mr M says he first started having problems with the car around April 2024. He says the rear sliding doors had opened in error overnight and he said there was also problems with the Adaptive Cruise Control ('ACC').
- Mr M says he was unable to get these problems rectified with the warranty he had purchased from the car dealer.
- He took the car to an independent garage in June 2024 who confirmed there was a fault with the doors and the ACC, and this needed to be investigated further. The cost of the diagnostic was £25.
- Mr M took the car to a manufacturer's dealership in August 2024 as he says the garage had told him the car would need parts from the manufacturer. A repair was made to the ACC which Mr M paid for at a cost of £303.60. The car had travelled 48,555 miles at this time. The manufacturer's dealership was unable to replicate the fault with the doors, but I understand it does accept there could be, or had been, a fault with the doors.
- The dealership also identified a small oil leak around the crankshaft which it said needed further investigation.
- Mr M took the car to an independent garage for this further work in September 2024. The crank shaft seal, timing belt and water pump were replaced. A replacement battery was recommended as the one in the car being old and underpowered. The cost of this work was £961.40.

Mr M had complained to the manufacturer and the dealership about the car, and that the warranty didn't cover these repair costs. Mr M then raised a complaint with SFSUK (the

correct entity to consider a quality of goods complaint) shortly after he brought his complaint to the Financial Ombudsman Service. SFSUK has subsequently provided some information, but it is very limited. It's reasonable to say that it hasn't properly considered his complaint and it has been generally unresponsive.

Our Investigator didn't uphold Mr M's complaint. He wasn't persuaded that the car was of unsatisfactory quality. He thought that the problems the car had were more likely due to reasonable wear and tear. And so, it was likely the car was of satisfactory quality when it was supplied to Mr M.

Mr M didn't agree with the Investigator. He said, in summary:

- He should have been told who to correctly make his complaint to, and SFSUK should have properly considered his complaint. He was ignored by SFSUK.
- When he test drove the car prior to purchase, he was told that there were no issues with it. But he didn't think the car was checked before supply as he's not seen a 'multi point check' document to support this. So, it's reasonable to assume the car wasn't checked before supply.
- A reasonable person would not expect major component failures so soon as the car was relatively young with a low mileage when it was supplied.
- He says that he reported the fault with the doors in May 2024, within six months of the agreement starting.
- To say the faults were not present at the time of sale is subjective. The garages that have worked on the car have confirmed that it had long term problems which developed over time. He says both garages have told him that the faults would have been present, or developing, when the car was supplied to him.
- The battery fitted was the wrong type and the wrong capacity, it wasn't right for the car.
- He said the car came with a warranty as part of the finance agreement which would cover repairs free of charge over a 12 month period. He said he was told this by the car dealer.

There was some further correspondence, but no new issues were raised. Because Mr M 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate 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.

The agreement in this case is a regulated conditional sale agreement – so we can consider a complaint relating to it. SFSUK as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

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 – considering any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the car's history.

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 this.

This car was over seven years old when Mr M acquired it and it had travelled around 44,500 miles. I think a reasonable person would accept that such a vehicle would probably have some parts that are worn and would need replacing sooner or later – which is reflected in the lower price paid in comparison to a new vehicle.

But there's also a reasonable expectation that a vehicle will be relatively durable - taking into account its age, price and mileage at the outset. So even though the vehicle wasn't new Mr M should have been able to use it for a reasonable period before it needed significant work.

Was there a fault with the car

As I've outlined above the car has had some repairs and maintenance over the time that Mr M has driven it. I've seen a vehicle health report, and other information that has confirmed some problems with the door mechanisms, the ACC system, the battery, a crankshaft seal, the water pump and the timing belt.

Was the car of satisfactory quality bearing in mind the faults

Whilst I have noted these faults, this doesn't necessarily mean that the car wasn't of satisfactory quality at the time of supply. The overriding factor here is that this was a used car that had travelled a significant number of miles before Mr M acquired it. Whilst this car was not especially old, I don't think it's reasonable to say that it was a relatively young car with low mileage either. It is, realistically, at the point in cars life when components can, and do, start to wear out. So, it was always going to need some repairs and maintenance over time, as it did. I've thought about whether the work that the car needed was reasonable for a car of this age and prior usage.

Having considered everything I don't think that it was likely that any faults the car had were present or developing at the time of sale. This is firstly because Mr M was able to drive the car for around six months, and covered not far short of 4,000 miles, before he noticed any serious faults, or any faults at all. I think if the car had serious faults, then I don't think it's likely that Mr M would have been able to do this.

And I think that the other issues the car had, such as the small oil leak, and the issues related to this and the water pump and timing belt could reasonably be described as wear and tear, and were present due to the age of the car and its prior usage. I don't think the failure of, or problems with, these parts were especially premature. And these were issues that could have been expected for a vehicle of this age and mileage. I don't have enough to properly say what the problem with the doors is. I don't think these problems indicate that the car wasn't of satisfactory quality.

Mr M has said that the battery was the wrong type for the car. It's not clear if this was the same battery that the car was supplied with, but again, Mr M had been able to use the car with this battery for a reasonable period. And it is an item that will periodically need replacing. Added to this when the dealership worked on the car it performed a vehicle health check that showed the battery (and the other parts of the car it looked at under this check) were working as intended. I'm not upholding Mr M's complaint about this issue.

I appreciate that Mr M will feel that this all a subjective opinion and to some degree it is, I have to make my decision based on my interpretation of the regulations and law applicable and the individual circumstances of the complaint.

But what I think is less subjective is that there is no evidence from either the dealership or the garages that have worked on the car that show, with any degree of certainty, that they think the faults the car had were present, or developing, at the time of sale. Mr M has said that the independent garages believe this to be the case, but they haven't confirmed this. And Mr M said they are unable to provide this kind of service.

So, I can't say it's likely that the problems I've outlined above were apparent or developing at the time the car was supplied to Mr M. It follows that, having looked at everything, I don't think there is enough for me to say that the car was not of satisfactory quality when it was supplied. I don't think that SFSUK should be responsible for refunding Mr M for the work he has had done on the car or paying any compensation.

Mr M says that a 'multi point check' wasn't performed at the time the car was supplied to him. And SFSUK hasn't supplied information that shows this did happen. But this hasn't affected my decision about the quality of the car.

Mr M thinks that SFSUK didn't look at his complaint properly. And I agree that this was the case, it doesn't seem to have engaged with the complaint process meaningfully at all. Whilst this is disappointing, Mr M has had the opportunity to have his complaint considered at the Financial Ombudsman Service. And, I think I have enough information to fairly decide this complaint.

Mr M has complained that he was told the car had a 12 month warranty that was provided by the manufacturer. And this would mean that any repairs needed in the first 12 months would be free of charge. I've not seen any further information that shows he was told this would be the case, or and documentation to this effect. I'm not persuaded that Mr M was given any warranty or assurances of this nature, by SFSUK.

Mr M did take a warranty with a third party and the complaint he has made about this third party warranty have been considered separately. I'm not going to look at this in this decision.

My final decision

For the reasons set out above, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 January 2026.

Andy Burlinson
Ombudsman