

The complaint

Mr M complains about charges he was asked to pay by Stellantis Financial Services UK Limited (Stellantis) and about their management of his agreement.

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 M took receipt of a new car in June 2021. He financed the deal through a finance agreement with Stellantis and at the end of the agreement the car was collected and inspected by a third-party company. Stellantis subsequently sent Mr M a bill for £1,414 to cover damage they said had been identified in the inspection report. When Mr M complained to them they reviewed the charges and agreed that some of the damage was unclear in the inspector's photographs. They agreed to reduce the damage charges to £468 and to pay him £100 in compensation as they'd been late responding.

Mr M was unhappy, and he referred his complaint to this service. He also complained that he'd been given a false arrears notice for £11,731 that had caused him distress and that Stellantis had been unreasonable to only offer him portal communication and to route the complaint off-shore. He said the inspector was not impartial and he was upset that Stellantis hadn't responded to him within the timescales stipulated by the Regulator. Our investigator noted that Stellantis had now offered to write off the £368 balance, and she thought that was a fair resolution.

Mr M remained unhappy, and 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 agree with the investigator's view of this complaint and for broadly the same reasons.

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 M acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it. He says our investigator was wrong to refer to it as a Conditional Sale Agreement and that it was a Personal Contract Purchase (PCP) agreement. Although the agreement is headed "Conditional Sale Agreement", I am satisfied that the label used does not accurately reflect how the agreement operates in practice. The

agreement allows for a substantial final payment only due if the consumer elects to purchase the car, and it contemplates the return of the car subject to mileage conditions. They are features characteristic of a PCP rather than a true conditional sale agreement where ownership transfers automatically on payment of the final instalment.

Mr M argues that because the inspection took place the day after his agreement ended, he shouldn't be held responsible for any deterioration that might have occurred after the contract expired. However, based on the evidence available, I think it's more likely than not that the damage identified in the inspection report — such as the damage to the alloys, front door, and bumper, which exceeds the British Vehicle Rental and Leasing Association's fair wear and tear guidelines — was already present before the contract ended. The inspection photographs are clearer than those provided by Mr M, and given that he had the car for four years, it's more likely the damage occurred during that period rather than in the short time between the contract ending and the inspection taking place.

Mr M is concerned about the independence of the inspection company and he says Stellantis were unreasonable to consider photographs taken in inclement conditions. The inspection was carried out by a third-party agent engaged for that purpose and Mr M hasn't provided evidence that he behaved improperly. Nor am I satisfied that the prevailing weather conditions, of themselves, rendered the inspection unreasonable or incapable of identifying the condition issues that were noted.

In any event, and importantly, Stellantis waived the charges arising from the inspection. As a result Mr M has not suffered any financial detriment even if there had been short comings in the inspection process, which I do not find there were. So I don't think these are issues that would lead me to fairly uphold Mr M's complaint.

Mr M has also complained about only being allowed to communicate through the portal but I don't think that was the case as Stellantis have explained they sent several emails. The finance agreement allowed Stellantis to share Mr M's data with other organisations. They've suggested they haven't shared data off-shore but even if they had, as the contract allowed it I wouldn't think that unfair.

Stellantis didn't respond to Mr M's complaint within the eight weeks their regulator (the Financial Conduct Authority) expects them to do so. They paid Mr M £100 for the distress and inconvenience caused and I think that was fair in the circumstances. They also sent Mr M a bill for the final payment but by that time Mr M would have been aware he'd returned the car and the money wasn't due. I think an apology was reasonable and given the overall redress Stellantis have now agreed to, I don't think they need to do any more.

Overall, I think the redress Stellantis have suggested is reasonable and I'm not asking them to do any more than that.

My final decision

For the reasons I've given above, I uphold Mr M's complaint in part and tell Stellantis Financial Services UK Limited to:

- Write off the £368 balance that is currently due on the agreement.
- Remove any adverse information they may have reported to Mr M's credit file in relation to this issue.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 February 2026.

Phillip McMahon
Ombudsman