

## The complaint

Mrs B complains about a van supplied to her using a conditional sale agreement taken out with Stellantis Financial Services UK Limited (“Stellantis”).

## What happened

In September 2023, Mrs B acquired a used van using a conditional sale agreement with Stellantis. The van was over three years old, its cash price was £14,244, the agreement was for 60 months, made up of regular, monthly repayments of £223.09. The advance payment recorded on the agreement was £4,650. The mileage of the van recorded on the agreement was 42,000 miles.

Mrs B said she experienced several issues with the van since she acquired it. One of those was in relation to signage which was displayed on the external aspects of the van. Mrs B said she informed the supplying dealership about it in October 2023, as well as issues she experienced with the doors to the van.

Mrs B said it took until around August 2024 for the supplying dealership to take the van back. The doors and signage on the van were repaired. Job sheets for the repairs aren't available as Mrs B said it was carried out under warranty at no cost to herself. However, an invoice for an MOT completed around the time the repairs took place said the van's mileage in August 2024 was 53,070 miles.

Mrs B said that since the repairs to the doors and the removal of the signage that took place, there had been an issue with the van's alarm system.

Mrs B complained to Stellantis and a final response was sent to her. In summary, it explained that the van had its doors repaired by the dealership and for Mrs B to direct her concerns about the alarm to the dealership if she thought they had caused the issue.

In September 2025, Miss B complained to Stellantis again and referred her complaint to our service, following information she received from several third parties about the condition of the van. Some of the issues Mrs B said the van had were in relation to:

- The alarm system.
- The engine's electronic communication module (“ECU”) being remapped.
- It not being possible for diagnostics to be completed to it.
- It previously being used as a hire vehicle.
- There being a recall about its camshaft drive chain.

Our investigator issued a view where she explained that she thought the van only had a fault in relation to its doors and wasn't persuaded that the other concerns Mrs B raised could be considered faults with the van. And as the issue with the doors had been replaced, in summary, the investigator didn't think Stellantis needed to do anything further.

Mrs B disagreed with the investigator's findings. And so, the complaint was passed 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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mrs B complains about a conditional sale agreement. I'm satisfied here that Mrs B entered into the contract for business purposes. And the amount of credit provided was under £25,000. So, I'm satisfied the agreement was regulated. Entering into regulated credit agreements such as this as a lender is a regulated activity, so I'm satisfied I can consider Mrs B's complaint about Stellantis.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations.

As Mrs B entered into the agreement for business purposes, the Sale of Goods Act 1979 ("SGA") is relevant to this complaint.

The SGA implies a term into the contract that the van supplied to Mrs B should have been of "*satisfactory quality*". The SGA explains satisfactory quality is what a reasonable person would expect, taking into account any relevant circumstances. I would consider relevant circumstances here to include things, amongst others, like the van's age, price, mileage and description. So, I'll take into account that the van was used, over three years old, had been driven around 42,000 miles and cost £14,244. I think a reasonable person would accept that it would not be in the same condition as a new van and was likely to have some parts that are worn.

To consider whether the van supplied to Mrs B was of satisfactory quality or not, I first need to consider whether it developed a fault.

### *The doors to the van*

Mrs B said she had issues with the doors of the van. I don't dispute what Mrs B says here, and I don't think Stellantis do either. I say this because in their final response, Stellantis said that the dealership had repaired the door. So, in the circumstances, I'm satisfied there was a fault in relation to the van doors, which was repaired in August 2024.

Given that the doors to the van were repaired and Mrs B accepted these repairs. And given that the issue with the doors to the van now seem to be resolved, Mrs B's rights under the SGA have broadly speaking been met. And so, I don't think Stellantis needs to do anything further in relation to this.

### *The van's alarm system*

Mrs B has said that there is an intermittent issue with the alarm system and that this issue began to present itself after giving the dealership the opportunity to repair the van doors.

However, I'm mindful that no further information has been supplied in relation to it. So, on the limited information given to me, I'm not satisfied there is a fault with the alarm system.

### *Engine and ECU issues*

Mrs B says she informed the dealership in August 2024 of an engine fault message that appeared on the van, but she didn't think they investigated it further.

Mrs B has supplied a diagnostic test which was completed on the van by a third-party in November 2024. Fault codes were found in relation to the ECU. And in December 2024, Mrs B said that the engine management light ("EML") appeared on the van's dashboard.

In December 2024, Mrs B took the car to another third-party who cleared the historic fault codes stored in the van's ECU, and after a road test and a further diagnostic scan, no further fault codes appeared.

Several months later, in September 2025, Mrs B said she was told that the ECU had likely been tampered with. Mrs B also said that third-party garages couldn't successfully complete a diagnostic on the car due to it not being possible for the engine to be accessed electronically.

Mrs B also supplied an invoice from December 2025 which explained that the van's ECU had been remapped at "*some stage*".

Considering everything here, I'm not persuaded there is a fault to the van in relation to its engine. I say this because, while Mrs B has said that there was an engine failure message appear on the van, I've noted that it passed its MOT and there wasn't anything recorded in relation to there being engine related issues.

I'm also mindful that fault codes in themselves don't confirm there is a fault with the van, but that the van is recording a *potential* issue, which likely requires investigating further. They can be reliable, when combined with other evidence, to show what a fault may be. But fault codes in isolation without anything else to consider, doesn't show a fault in itself.

I'm also mindful that Mrs B has been able to drive the van for several thousands of miles since she acquired it. From the point of supply up to August 2024, she managed to drive it around 11,000 miles. And between the August 2024 MOT and another one completed in August 2025, the van managed to be driven a further 11,000 miles. So, I'm not satisfied there is a fault with the van's engine, given it has travelled over 22,000 miles since the point of supply.

Having said that, I think it is possible that the ECU had been remapped, from the information that has been supplied. However, the evidence isn't conclusive, and more importantly, it isn't clear when the ECU was remapped, if it had been. And given that over a year had passed before Mrs B was made aware that it had been, with no apparent issues with it presenting itself before then, I'm not satisfied that there was an issue with it at the point of supply.

### *A recall in relation to the camshaft drive chain*

I appreciate Mrs B has provided information to suggest the van she acquired had a recall notice for it in relation to a camshaft drive chain. However, it's worth noting that the recall explained that the van *may* have this issue; and doesn't confirm that it does have it. So, I can't conclude on the limited information I have that the van did have a fault in relation to its

camshaft drive chain. I suggest that Mrs B follows the instructions provided in the recall notice to have the van looked at and a free repair carried out, if she has not done so already.

#### *External signage on the van*

Along with the repairs carried out to the door in August 2024, it is my understanding that the signage which was on the van had also been removed and repaired. It is also my understanding that Mrs B was aware of the signage on the van at the point of supply, as it was visible during the sales process. I also think Mrs B ought to have reasonably been aware at the time she acquired the van, what it was previously used as, given the nature of the signage on it.

However, in any event, the signage has been repaired, and van has continued to be used by Mrs B for more than two years now. I don't think it would be fair to ask Stellantis to do anything further in relation to this.

#### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Stellantis Financial Services UK Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 19 March 2026.

Ronesh Amin  
**Ombudsman**