

The complaint

Mr S complains that Stellantis Financial Services UK Limited (Stellantis) didn't apply a £3000 incentive to buy scheme discount when he took out a Hire Purchase Agreement. He would like this amount refunded'

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my 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.

Having done so I have reached the following conclusions:-

- I appreciate Mr S's frustration. He says he understood there was an incentive to buy discount applicable when he took out his Hire Purchase Agreement. Also that the reason this wasn't applied at the time was due to computer issues. Unfortunately he hasn't been able to evidence this.
- Looking at the documents provided the sales invoice shows a car price of £30604 with a discount of £0. The finance agreement makes no reference to an applicable or applied discount. The sum on the finance agreement is £33709 covering the cost of the car plus other extras.
- Stellantis has explained that the list price for the car was £33604. It applied a discount giving a final price of £30604 as evidenced on its sales invoice. It admits its sales invoice could have been clearer and I agree. Based on the invoice showing £0 discount I can understand why Mr S felt no discount had been applied.
- Stellantis also provided a computer screen shot with details of the car costs. This shows a list price of £33604 with a discount applied to that sum. With other charges applied the final figure does match the sum of £33709 on the finance agreement.
- Finally Mr S has provided an email from the dealership. This states that there were no applicable finance deposit allowance offers at the time Mr S took out his agreement. It also states that Mr S benefitted from an overall saving of £5750. That somewhat conflicts with the information Stellantis provided but does show Mr S benefitted from a saving on the list price for the car.
- Based on all of the information provided it seems likely to me that the £3000 discount Mr S expected was applied. However, even if this were not the case, for me to ask Stellantis to refund Mr S £3000 I would need evidence that Stellantis agreed a £3000 discount which it, for some reason, couldn't apply at the time the agreement was being taken out and I don't feel I have that.

- I appreciate Mr S feels the agreement was misrepresented to him. I also appreciate it's hard for both parties to evidence point of sale conversations. I am surprised Mr S didn't ask for confirmation of a discount being applied for example by way of an email. I am equally surprised he signed the agreement if it didn't show what he felt he had agreed.
- Unfortunately I have no evidence that either the agreement was misrepresented to Mr S or that Stellantis has done anything wrong. On that basis I can't reasonably ask Stellantis to refund Mr S £3000.

My final decision

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 March 2026.

Bridget Makins
Ombudsman