

## **The complaint**

Mr A has complained about the way Stellantis Financial Services UK Limited (Stellantis) administered a conditional sale agreement he'd taken out to acquire a car.

## **What happened**

To summarise, in August 2022 Mr A entered into a conditional sale agreement with Stellantis in August 2022 to acquire a new car. The car cost around £27,000. He paid a £500 deposit and was due to pay back around £31,000 over 48 months with monthly repayments of around £387 and a final repayment of around £12,000.

The car was impounded by the police in May 2025, and Stellantis then defaulted and terminated the agreement. The car was then collected by Stellantis's representatives and taken to an auction site to be sold.

Mr A was unhappy with the way Stellantis dealt with him during this time and raised a complaint. As his complaint wasn't upheld, Mr A brought his complaint to the Financial Ombudsman.

Our investigator didn't uphold the complaint and Mr A disagreed with the view by explaining:

- The termination of the agreement by Stellantis was unfair, given the circumstances surrounding the car being impounded by the police
- Mr A had paid more than a third of the total price of the goods at the time the car was repossessed, so under Section 90 of the Consumer Credit Act 1974 (CCA) Stellantis should have obtained a court order before repossessing the car
- Mr A was given information by the police that he could recover the car from them if he presented the required documents, which he did. However Stellantis unfairly prevented this from happening
- Mr A also lost personal items which were present in the car before it was impounded, and Mr A is also unhappy about the conflicting information he received from Stellantis and the impact on his credit file

As Mr A didn't agree it has been passed to me for a 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 considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint, I've reached the same overall conclusions as the investigator for broadly the same reasons. I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Mr A and Stellantis that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Mr A acquired the car under a conditional sale agreement. Our service is able to consider complaints relating to these sorts of regulated consumer credit agreements.

### The agreement terms

Whilst the agreement was in place, Mr A held a provisional driver's licence and he told us that he would only drive the car whilst supervised by a fully licensed driver. However, at the time the car was seized by the police, Mr A was unsupervised in the car. Mr A has explained that the car being seized like this was unfair, as the car was stationary at the time and the fact he was alone in the car was due to the supervising driver experiencing a sudden medical issue which meant he had briefly exited the car.

The conditional sale agreement sets out the following terms in relation to the care of the vehicle:

- *20.8 You will not use the vehicle for any purpose for which it was not designed...or by an unqualified driver unless properly supervised and displaying learner plates.*

Stellantis's contact notes show that the police describe the car as not displaying learner plates when it was seized by them, which formed part of the requirements under the agreement, when being driving by an unqualified driver, like what happened in this instance. I appreciate that Mr A disputes this fact and told Stellantis that the car did have learner plates at the time it was seized, so it's difficult to know for certain whether this aspect of the terms were broken.

However, even if there are conflicting accounts regarding the learner plates, it doesn't appear to be in dispute that when the car was seized by the police, Mr A was unsupervised in the car. Whilst I take on board Mr A's extenuating circumstances, that the car was not moving and his supervisory driver had left momentarily, this doesn't alter the fact that he was an unqualified driver that was not properly supervised at the time the police seized the car. As the terms of the agreement had been breached in this way, I can't conclude Stellantis acted unfairly by defaulting and terminating the agreement in the way they did.

### Recovery of the car

Whilst the car was impounded, Mr A has explained that he was told if he provided the required insurance documents and was accompanied by a qualified driver, the car would be released to him. However, when he tried to recover the car from the impound he was prevented from doing so which he feels was unfair. Mr A has provided us with a copy of the insurance policy he took out to allow him to take the car, and told us that he had a fully qualified driver with him to supervise him, but he was still prevented from recovering the car, which he thinks was unfair.

I've reviewed the insurance documents Mr A has provided, and I note it states under section K of the policy document:

- *8 - No cover will be in place for the recovery of any car from a police or government impound unless this is shown as an Endorsement in the Endorsement section of Your Schedule.*

So in the absence of a specific provision within the insurance policy that Mr A had in place, it wouldn't have covered Mr A for the recovery of an impounded car, like what had happened here. As it appears Mr A didn't have this provision in place, I can't conclude that Stellantis were wrong to refuse to allow the car to be recovered.

I agree Mr A had paid over a third of the agreement, and so if Stellantis was intending to repossess the car directly from him it ought to have obtained a court order. But I don't think that's what happened here. The relevant legislation (section 90 of the CCA) says in this scenario Stellantis would not have been entitled to recover possession of the car from the debtor except on order of the court. But Stellantis wasn't seeking to recover possession of

the car from Mr A. It was recovering the car from the police after it had been impounded. So I don't think any consequences of a breach of section 90 came into effect as a result.

#### The loss of personal property

When the car was impounded it contained personal items belonging to Mr A, including his work tools, but after the car was moved to the auction site and Mr A received his belongings back, several of his work clothes were missing and he received an item which didn't belong to him. Mr A feels this shows that insufficient care was taken of his property.

In looking at this complaint, I'm only able to consider the actions of Stellantis rather than that of the auction company. I can see from Stellantis's contact notes that they advised Mr A to contact the auction company regarding collecting the items, and that Stellantis also contacted the auction company instructing them release the personal items to Mr A.

I appreciate Mr A feels that not all of his belongings were returned to him, but from what I've seen Stellantis took reasonable actions in how they communicated with Mr A and the auction company in relation to the personal items. For this reason I haven't seen anything to suggest Stellantis did something wrong in this regard.

Finally, I note Mr A has raised concerns about the impact on his credit file as a result of the termination of the agreement. Mr A's credit file shows that his agreement with Stellantis is marked as having defaulted. Stellantis have a requirement to report accurate information on a consumer's credit file. For the reasons I've already explained, I think Stellantis were acting reasonably when they defaulted and terminated the agreement, and so for this reason the information contained on Mr A's credit file appears accurate, and I can't require Stellantis to amend it.

#### **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 Mr A to accept or reject my decision before 9 April 2026.

Jonathan Wistow  
**Ombudsman**