

## **The complaint**

Miss R complains that Stellantis Financial Services UK Limited ('Stellantis') have been unreasonable to suggest she'd be able to refinance a balloon payment and avoid excess mileage charges. She also complains about the level of service she received.

## **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.

Miss R entered into a conditional sale agreement in November 2021 to fund a car financed by Stellantis. After the agreement began Miss R says she spoke to the supplying dealer about increasing her mileage allowance. She says she was told she could instead refinance the balloon payment at the end of the agreement and keep the car. Miss R says she relied on this and did not increase the mileage allowance. However, she was later told she could not refinance the balloon payment due to missed or late payments and that she had exceeded the mileage limit and excess mileage charges would apply unless she purchased the vehicle outright.

Miss R complained to Stellantis about that and about the level of service she received from them including delays in speaking to a manager.

When Miss R referred her complaint to this service our investigator didn't think it should be upheld. She explained that Stellantis were not responsible for advice given by the dealer after the agreement had started and that there was no contractual right to refinance the balloon payment. She thought the £200 compensation offered already for service issues was fair.

As Miss R didn't agree with the investigator's opinion her complaint has been referred to me, an ombudsman, to make 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.

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.

Section 56 of the Consumer Credit Act (1974) explains that finance providers can be held responsible for statements or representations made by a supplier where those form part of the antecedent negotiations leading up to the consumer entering into the credit agreement.

But for section 56 to apply the relevant discussions must take place before the agreement is made, and must be sufficiently connected to the decision to enter into that agreement.

Here the discussions about refinancing the balloon payment took place some months after the agreement had already started, and after the contractual terms had been agreed. That means those discussions do not form part of the antecedent negotiations for the purposes of section 56. The dealership was not, therefore, acting as Stellantis' agent when providing that later advice.

So, I don't think Stellantis can fairly or reasonably be held responsible for what Miss R says she was told by the dealer. Any concerns about that advice would need to be pursued with the dealer directly.

I have not seen any evidence that Stellantis guaranteed Miss R that she would be able to refinance the balloon payment and the agreement itself does not provide for that. So, I don't think it unfair that they declined to offer refinancing based on their internal criteria when missed or late payments had occurred. The agreement clearly sets out the annual mileage limit, and the charge is payable if that limit is exceeded. As Miss R went over that limit, I think Stellantis was entitled to apply those charges in line with the terms and conditions.

I've thought about the service issues Miss R has raised, including the delays she experienced in speaking to a manager and the need for repeated contact to progress matters. That would understandably have caused frustration and inconvenience. But I think the compensation offered by Stellantis is sufficient and proportionate to the level of distress and inconvenience caused.

Overall, while I understand this has been a difficult situation for Miss R I do not think Stellantis acted unreasonably and I'm not asking them to take any action.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 May 2026.

Phillip McMahon  
**Ombudsman**