

The complaint

Mr P complains about end of contract charges Stellantis Financial Services UK Limited (Stellantis) asked him to pay. He also raises concerns about the quality of the car they leased to him and their handling of his queries.

What happened

I issued a provisional decision on this complaint in March 2026. An extract from that provisional decision is set out below.

Mr P entered into a personal contract purchase agreement with Stellantis in September 2020 for a new car. The agreement ended in October 2024 when Mr P chose to return the vehicle. During the agreement Mr P experienced two breakdowns in August 2022 and March 2023 where the vehicle became immobilised and required recovery and repair under warranty. Mr P later became aware of a manufacturer recall relating to powertrain control software and believes this was linked to the fault he experienced.

Mr P raised a complaint with Stellantis, including concerns about the handling of his queries, the return process for the vehicle, and the damage charges applied at the end of the agreement. Stellantis partially upheld the complaint and reduced the damage charges from £788.30 to £480.30.

When returning the vehicle, Mr P says he experienced difficulty arranging collection, received conflicting information about MOT requirements, and was subjected to payment demands while he was disputing the charges. He also challenged the damage charges themselves, although Stellantis maintained that the remaining charges were outside fair wear and tear. Mr P referred his complaint to our service as he remained dissatisfied with both the charges and the way his concerns had been handled.

Our investigator considered the end of contract charges and concluded they had been applied fairly. A further investigation considered the quality of the vehicle and found that, although there was likely a fault linked to a later recall, the issue had been resolved under warranty and only modest compensation of £100 was appropriate. Mr P did not accept these conclusions and asked for an ombudsman to review the complaint.

What I've provisionally 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.

In doing so I have taken account of the relevant law, including the Consumer Rights Act (2015), as well as what I consider to have been good industry practice at the time.

While I agree with much of what our investigators have said I don't think the compensation proposed is sufficient. I'll explain why.

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.

The agreement in this case is a regulated consumer credit agreement and Stellantis is responsible as the supplier of the goods. I am therefore able to consider both the quality of the vehicle and the end of contract charges, as well as the service provided by Stellantis in relation to those issues.

I will first deal with the end of contract charges. I am satisfied that the remaining charges of £480.30 relate to damage which falls outside the standards set out in the British Vehicle Rental and Leasing Association (BVRLA) fair wear and tear guidance. The scuffing and scratching is in excess of the 25mm tolerance, and the dent to the quarter panel is in excess of the maximum 15mm. I am also satisfied that the agreement allows Stellantis to recover costs where the consumer has not taken reasonable care of the vehicle. Stellantis has already reviewed the charges and removed a number of items. Taking everything into account I do not find it fair to require Stellantis to reduce or remove the remaining charges.

I've considered Mr P's account that he had to abort the initial inspection in order to arrange an MOT. While I accept this would have been inconvenient, it seems a valid/further MOT would always have been required so I am not persuaded that the abortion cost was caused by Stellantis.

I've next considered the quality of the car. Mr P experienced two significant breakdowns during the agreement and I have seen evidence of a later manufacturer recall relating to similar symptoms. On balance, I think it is more likely than not that there was a fault which was present or developing at the point of supply. However, the vehicle was repaired under warranty on each occasion and Mr P did not incur repair costs. In those circumstances, I am satisfied that repair was a reasonable remedy and that it would not be fair to require any refund of payments made under the agreement.

However, I accept that the breakdowns and subsequent recall caused Mr P inconvenience and some distress. I therefore consider it fair that Stellantis should compensate Mr P for this.

I have also carefully considered the way Stellantis handled matters. I am satisfied that there were a number of service failings. In particular, I find that Mr P was given inconsistent information about the MOT requirements at the end of the agreement, experienced difficulty arranging collection of the vehicle and had to make repeated contact to progress matters. I also note that payment demands were issued while Mr P was disputing the charges which would reasonably have caused concern.

While I have not made a finding about the precise timing of Stellantis' final response, I am satisfied that overall the handling of Mr P's concerns was not as clear or coordinated as it should have been. These failings caused avoidable inconvenience and added to Mr P's distress.

Taking everything into account I consider that compensation of £350 in total is fair and reasonable to reflect both the inconvenience caused by the vehicle faults and the additional distress and inconvenience caused by the service failings.

My final decision is that I do not require Stellantis to do anything further in relation to the damage charges but I'm expecting to direct them to pay Mr P £350 for distress and inconvenience.

My provisional decision

For the reasons I've given above, I'm expecting to uphold this complaint in part and to tell Stellantis Financial Services UK Limited to pay Mr P £350 in compensation for the distress and inconvenience they've caused.

The parties' responses to my provisional decision

Stellantis didn't respond to my provisional decision, but Mr P did. He thought my provisional findings may have overlooked, or not fully reflected, some of the issues he raised, including what he considered to be misunderstandings in parts of the decision. In particular, he was disappointed that the safety aspects of the car's breakdowns weren't addressed and he felt Stellantis didn't properly respond to, or investigate, those concerns at the time. He also commented more generally on what he saw as poor customer service and he said he would have been willing to provide further clarification if asked.

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 recognise Mr P's concerns, particularly about the safety aspects of the breakdowns and the way he feels his points have been understood. However, having reviewed the evidence again, his comments don't change my view on the underlying issues in dispute. I still think it's more likely than not that any faults which arose were addressed appropriately under warranty and don't demonstrate that the vehicle wasn't of satisfactory quality at the point of supply. While I've taken his further comments into account they don't lead me to a different conclusion on the outcome of the complaint.

Putting things right

As I've not been persuaded to change my provisional decision, that now becomes my final decision on this complaint.

My final decision

For the reasons I've given above, I uphold this complaint in part and tell Stellantis Financial Services UK Limited to pay Mr P £350 in compensation for the distress and inconvenience they've caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 May 2026.

Phillip McMahon
Ombudsman