

The complaint

Miss F complains about the management and administration by Stellantis Financial Services UK Limited of her hire purchase agreement.

What happened

On 29 September 2020 Miss F entered into an agreement with Stellantis for a new car.

On 31 August 2023 Stellantis wrote to Miss F to remind her that her agreement was scheduled to end on 29 October 2023 and if that if she wanted to return the car it needed to be returned with a fully completed and stamped service book.

On 1 September 2023 Stellantis wrote to Miss F to acknowledge that she wanted to return the car at the end of the agreement and to advise her that the car needed to be returned with a fully completed and stamped service book and that it wouldn't accept a fully and completed and stamped service book (or other evidence in support of services having been carried out on the car) after the car had been collected.

On 27 October 2023 the car was inspected and collected from Miss F. The inspector concluded that Stellantis could fairly and reasonably charge Miss F £969.00 broken down as follows:

• scuffs and scratches	£250.00
• uneven tyre wear	£94.00
• service history not present	£600.00
• service book missing	£25.00
• total	£969.00

On 29 October 2023 Stellantis debited Miss F's account with £15,127.00 on the incorrect assumption that the car wasn't being returned.

On 31 October 2023 Stellantis issued Miss F a default notice seeking payment of £15,127.00 from her.

On 31 October 2023 Stellantis credited Miss F's account with £15,127.00 cancelling the sum of £15,127.00 debited to it on 29 October 2023.

On 2 November 2023 Miss F complained to Stellantis about being sent a default notice.

On 3 November 2023 Stellantis apologised to Miss F for sending her a default notice and explained to her why it had been sent and that she could ignore it.

On 12 November 2023 Miss F complained to Stellantis about an invoice she had received from it for £969.00.

On 20 November 2023 Miss F paid Stellantis £969.00.

On 22 December 2023 Stellantis responded to Miss F's two complaints. Under cover of this response Stellantis apologised again for sending a default notice and to say that it would shortly be refunding £344.00 of Miss F's 20 November 2023 payment and retaining £625.00 of it.

In January 2024, and unhappy with Stellantis' 22 December 2023 response, Miss F referred her complaint to our service.

Miss F's complaint was considered by one of our investigators who came to the view that it shouldn't be upheld. In other words, he concluded that Stellantis was entitled to retain £625.00 of the £969.00 paid to it by Miss F on 20 November 2023.

Miss F didn't agree with the investigator's view so her complaint was passed to me for review and decision.

In July 2024 I issued a provisional decision on this case. In summary I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've read the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point or particular piece of evidence, 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. And our rules allow me to do this, this reflects our informal, free service as an alternative to the courts.

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.

default notice sent by Stellantis on 31 October 2023

I appreciate that within 24 hours of Miss F complaining about being sent this default notice Stellantis apologised for doing so, explained why it had done so and to confirm that this notice could be ignored.

But equally I appreciate that receiving this default notice would have caused Miss F some distress and inconvenience for which she should be fairly and reasonably compensated for, especially as she had already returned the car and confirmed that she wouldn't be going ahead with the purchase of it. And taking everything into account I'm satisfied that £75.00 represents a fair sum for Stellantis to have to pay Miss F in this respect.

end of agreement charge totalling £969.00

As Stellantis has refunded Miss F £344.00 of this charge I simply need to make a finding on whether it can fairly and reasonably retain the sum of £625.00 that it has.

The charge of £625.00 can be broken down as follows:

- *missing service* £200.00
- *missing service* £200.00
- *missing service* £200.00
- *missing service book* £25.00
- *total* £625.00

Miss F says that she was advised over the phone by both Stellantis and the original supplying dealership that she didn't, for various reasons, need to provide a complete and stamped service book with the car on its collection.

The first thing for me to say is that whatever the original supplying dealership might have advised Miss F this isn't something that I can fairly and reasonably hold Stellantis responsible/liable for.

I will now turn to what Miss F says Stellantis advised her by phone.

I accept I can't say for certain that Miss F is incorrect in her submission that Stellantis advised her that she didn't need to provide a complete and stamped service book with the car on its collection. But unfortunately for Miss F this submission isn't supported by the contemporaneous contact notes or the two call recordings that have been provided to our service.

But in any event, I also need to have regards to not just what Miss F says Stellantis advised her by phone but the agreement she signed and the other correspondence sent to her by Stellantis.

On signing the agreement Miss F agreed to the following:

6. Care of the vehicle
- 6.1 You will
 -
 - keep the vehicle in good condition (see clause 18), carry out repairs and replace parts when necessary and maintain the vehicle in accordance with the manufacturer's recommendations. It is your responsibility to ensure that the repairer stamps the vehicle's service book each time the vehicle is serviced (the service book must be returned to us on the day of collection if the vehicle is recovered by us for any reason)

Under cover of a letter dated 1 September 2023 Stellantis advised Miss F that she must "...return the vehicle with...Fully completed service book (must be stamped)"

So with all of the above in mind I'm satisfied that Stellantis can fairly and reasonably charge for each required service (whether carried out or not) that wasn't supported by a service book stamp when the car was collected.

The first thing for me to say on this point is that I'm satisfied that £200.00 represents a fair and reasonable charge for each required service that wasn't supported by a service book stamp when the car was collected.

However in my view, and for reasons now accepted by Stellantis, it should have only charged Miss F for two missing services (not three) and to charge for missing services and a missing service book is unfair. So taking everything into account, I find that Stellantis should refund Miss F £200.00 in respect of one missing service and £25.00 in respect of a missing service book.

So in summary I'm currently of the view that Miss F's complaint should be upheld in part and that Stellantis should refund her £300.00 of the £625.00 it took the decision to retain in December 2023.

Miss F responded to my provisional findings to say that she was prepared to accept them.

Stellantis didn't respond to my provisional findings by the date I gave for it to do so by.

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.

As Miss F responded to my provisional findings to say that she was prepared to accept them and Stellantis hasn't respond to them I can confirm that I see no reason to depart from those provisional findings and I now confirm them as final.

My final decision

My final decision is that that Stellantis Financial Services UK Limited must refund to Miss F £300.00.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 12 September 2024.

Peter Cook
Ombudsman