

The complaint

Mr S complains that a car acquired with finance from Stellantis Financial Services UK Limited (SFS) wasn't of satisfactory quality and was mis sold to him.

What happened

In April 2022 Mr S was supplied with a car and entered into a conditional sale agreement with SFS. At the point of supply the car was around 7 years old and had covered around 62,471 miles.

In February 2023 Mr S raised a complaint with SFS. He said he'd noticed the clock flickering and that he'd taken the car to a garage who had advised him that the clock had been re-set and that the recorded mileage was incorrect. Mr S said he thought this had been done with a mileage blocker device which had been illegally fitted to the car. He said the device had been removed and was in his possession.

SFS didn't uphold the complaint. It said there was no evidence that a mileage blocker had been fitted to the car prior to the point of supply and no evidence that a mileage blocker was present now.

Mr S remained unhappy and brought his complaint to this service. He wants to reject the car and end the agreement.

Our investigator didn't uphold the complaint. They said there wasn't enough evidence to persuade them that a mileage blocker had been fitted to the car and/or that the car was of unsatisfactory quality. The investigator said there was no evidence to suggest that there had been a misrepresentation by the supplying dealer.

Mr S didn't agree. He said he wanted someone to inspect the car and look at the device.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, as well as things like fitness for purpose, freedom from minor defects, safety and durability.

The car supplied to Mr S was around 7 years old and had covered around 62,471 miles. So, it's reasonable to expect that the car would already have a degree of wear and tear, and that it was likely to require repairs sooner than, say, a brand new car.

Mr S has said that there's a fault with the car which makes it of unsatisfactory quality. Specifically, he says that the car was fitted with a mileage blocker, and that the mileage on

the car has been tampered with.

I've taken account of everything that Mr S has said about the mileage blocker. He's said that a family friend who has knowledge of auto electronics found the device in the car. Mr S said that following this he obtained a vehicle check which showed a mileage discrepancy. Mr S has said that he is in possession of the device that his friend found. He's concerned that the car has no value because of the mileage discrepancy.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first six months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's up to the business to put things right.

Where a fault occurs outside of the first six months of the point of supply, the burden of proof is reversed and it's up to the consumer to show that the fault was present at the point of supply.

Mr S raised his complaint about the mileage blocker outside of the first six months of the point of supply. So – as I've explained above- it's up to Mr S to provide evidence to show that the car had a fault at the point of supply.

I've reviewed the available evidence provided by Mr S. This includes what he's told this service. I've also seen a photo of a motherboard, and some vehicle history information.

The photo of the motherboard doesn't establish that there's a fault with the car, or that a mileage blocker device is/was fitted to the car. Even if the photo did persuade me that it was linked to the presence of a mileage blocker in some way, it doesn't establish that the mileage blocker was present at the point of supply. So, although I've taken account of this evidence, it isn't enough – on its own – to establish that the car wasn't of satisfactory quality when it was supplied.

The vehicle history information shows the mileage of the car at various intervals. I can see that as of 20 September 2018 the mileage was 54,497, on 5 June 2019 the mileage was 63,442, on 30 October 2020 it was 58,000 and on 19 April 2022 it was 63,021.

I agree with Mr S that there is a discrepancy with the mileage shown as of 30 October 2020. This is because the mileage recorded on that date was less than the mileage recorded on 5 June 2019 by around 5000 miles.

I've thought about whether this evidence is enough to show that the car wasn't of satisfactory quality when it was supplied. However, I don't think it is. This is because the vehicle history information states that "differences in records could be due to rounding up from different data sources and are not indicators of an issue."

Taking all the available evidence into account, there isn't enough to persuade me that the car has a fault which made it of unsatisfactory quality at the point of supply.

Mr S has said that he wants someone to inspect the car. As I've said, it's up to Mr S to provide evidence to support his case. I think Mr S has had a reasonable opportunity to arrange an inspection. As it stands, I haven't been provided with an inspection report, so I've not been able to consider this.

I've gone on to consider Mr S's complaint that the car was mis-sold to him because it had a mileage blocker fitted.

In order to uphold this aspect of Mr S's complaint, I would need to be satisfied that the

supplying dealer made an untrue statement of fact about the car and that this induced Mr S to enter into the agreement.

Mr S has told this service that if he'd known about the mileage blocker he wouldn't have purchased the car. However, he's also told this service that he doesn't think the supplying dealer knew that the mileage blocker was there. So, it doesn't sound as if there were any discussions between Mr S and the supplying dealer about the mileage on the car.

This is important because if Mr S had asked a specific question about the car, for instance, if there was a mileage blocker on it, or whether the mileage was genuine, and the dealership had answered and given him information which later turned out to be incorrect, then this might be evidence of a misrepresentation or a mis sale. However, in this case I haven't seen anything to suggest that a false statement of fact was made. So, I'm unable to say that the car was misrepresented or mis sold to Mr S.

For the reasons I've explained, I'm unable to uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 January 2024.

Emma Davy
Ombudsman