

## **The complaint**

Mr A complains about the charges applied by Stellantis Financial Services UK Limited<sup>1</sup> at the end of his hire agreement.

## **What happened**

In March 2019 Mr A entered into a hire agreement with Stellantis for a car. The duration of the agreement was four years.

At the end of the agreement in March 2023, Stellantis inspected and collected the car. Mr A then received a bill from Stellantis for £400, as the car had been returned with an incomplete service history.

Mr A complained to Stellantis about this and provided them with the complete service history at this stage. Stellantis considered this and reduced Mr A's bill by £100 as a gesture of goodwill. However, they said that the agreement terms and conditions explained the car needed to be serviced, and the service history needed to be provided when the car was collected – it couldn't be provided later as the car would've been taken to auction already with incomplete service history. Stellantis also explained that their pre-collection correspondence to Mr A also told him that the full service history had to be provided upon inspection and collection of the car. So, although they offered to reduce Mr A's bill, Stellantis said he still had to pay £300.

Mr A brought his complaint to our service. Our investigator didn't uphold it. He said that he felt it was clear from the evidence provided that Stellantis had made Mr A aware the service history would need to be provided when the car was inspected and collected, and not at a later date. Because of that, our investigator said the amount Stellantis were asking Mr A to pay was fair.

Mr A didn't agree. He said he'd provided the service details now to Stellantis and he felt the charge was unfair.

As Mr A hasn't accepted, it's been passed to me to decide.

## **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 the hire agreement entered by Mr A is a regulated consumer credit agreement this service is able to consider complaints relating to it.

Having considered everything that's been provided by both parties, I agree with our investigator in this case. I don't think Stellantis have acted unfairly by asking Mr A to pay for the incomplete service history when the car was inspected and collected. I'll explain why.

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<sup>1</sup> Referred to on Mr A's hire agreement as the formerly named 'PSA Finance UK Limited trading as Free2Move Lease'.

When Mr A entered the agreement in March 2019 he signed and accepted the requirements contained within it. Mr A confirmed he had been given the car service and maintenance book. He also signed to confirm the service history of the car would be completed, and the service history book would be stamped by the servicing dealership. In addition to this, definition 5.1.2 of the hire agreement terms and conditions state *'...maintain and service 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).'*

In December 2022, Stellantis sent Mr A a reminder that the contract was nearing its end, and within this they explained what would need to be returned, along with the car, when it was inspected and collected. They also highlighted any charges that might be incurred should any items not be available upon inspection or collection. The reminder told Mr A that he needed to ensure the car had a full service history and that it needed to be stamped in the service book and available with the car at the time it was inspected and collected. The reminder also explained the charge that would be applied if any of the car's service history wasn't provided at the time of inspection and collection.

At the beginning of February 2023 Mr A was sent another reminder that the agreement was coming to an end. This reminder contained all the same information that was contained in the letter he received in December 2022, so the need for the car's full service history to be provided at the time of inspection and collection was reiterated within it. Shortly after this reminder, Mr A arranged for the inspection of the car. He was sent an email confirming the inspection date, and an attachment from the inspection agent explaining what Mr A could expect, and what he needed to make available. The guidance said:

*'The vehicle must have been serviced and looked after according to the manufacturer's servicing/maintenance schedule. The Service Book – if originally supplied with the vehicle – must be present and date-stamped by the service provider as evidence that the services have taken place.'*

It went on to say:

*'If the service record is kept digitally, you must produce evidence that the vehicle has been serviced and maintained according to the vehicle manufacturer's service and maintenance schedule. Appropriate evidence would include hard copies of the service record or invoices that clearly showing the date, vehicle mileage reading and the repairer/service agent's stamp.'*

Finally, it said:

*'Please be aware that any items missing at the point of inspection will be charged for. These items **cannot** be returned or placed in the vehicle following the inspection.'*

There is no question that Mr A maintained the car's service history. And I accept his point that the information was stored digitally on the car's key, and he has since provided the service history to Stellantis. But I'm satisfied Stellantis made it clear to Mr A at the beginning of the agreement, and as the agreement ended, that he would be expected to provide the car's full service history at the time of inspection and collection. It was also made clear to him that he needed to provide evidence, even if the service record was being kept digitally. I'm also satisfied Mr A was made aware of the charge that would be applied if he failed to do this.

Stellantis reduced the bill for the missing service history by £100 once Mr A had provided

evidence the services had been completed as expected. I'm satisfied that was a reasonable thing for them to do, and they're entitled to ask Mr A to settle any outstanding balance.

I know this will come as a disappointment to Mr A. But I won't be asking Stellantis to do anything more here.

### **My final decision**

For the reasons above, I don't 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 2 November 2023.

Kevin Parmenter  
**Ombudsman**