

The complaint

Mr R complains about the end of contract charges following his hire agreement for a car with Stellantis Financial Services UK Limited ("Stellantis")

What happened

Mr R entered into a hire agreement with Stellantis in August 2018 for a new car. When the agreement reached its end on 20 June 2023, and the car was returned to Stellantis. It was inspected by their agents on 23 June 2023, and Mr R has told us that he received the invoice for end of contract charges in July, which was dated 3 July 2023. This included four charges of £200 each for four missed services, as well as charges of £25 for a missing service book, and £35.63 for a missing literature pack.

Alongside this were some other charges which Mr R has not disputed. He contacted Stellantis almost immediately, and a complaint was raised on 7 July 2023, in which he explained that the car had never been delivered with a service book or literature pack, and that all four services had been carried out, and registered electronically by an appropriate main dealer. He went on to provide the proof of those electronically recorded services.

Stellantis produced a final response letter (FRL) to his complaint dated 29 August 2023, although Mr R says he didn't receive it until October 2023. In it, they didn't uphold his complaint, saying that he had signed to say all documentation was present when the car was delivered. His agreement detailed the requirements around providing service history, and he had also received several reminder letters throughout 2022 and 2023 with the details about providing the service history. As such, they said the charges were fair and they would not be upholding his complaint.

Unhappy with this, Mr R brought his complaint to our service in October 2023. An investigator here investigated it and partially upheld it. They said that as he had contacted Stellantis immediately after receiving the invoice to query the service history charges, and had provided the electronic record, they felt it wasn't fair to charge him £800 for these missing services, and this amount should be waived.

They went on to say that it was however fair for Stellantis to charge him £60.63 total for the missing literature, as he had signed a form when the vehicle was supplied to say this documentation had been received.

Stellantis replied to this and said didn't agree with it. They explained that they consider industry guidelines from the British Vehicle Rental & Leasing Association (BVRLA), and as the service history needs to be provided at the time the vehicle is inspected, they had to charge for it not being provided at that time. The case has come to me therefore to make a final 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr R was supplied with a car under a hire agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

I'll deal with the missing literature first, and then move onto the service history. With regards to the literature, I think it's fair that Mr R should pay the total of £60.63. He has signed a delivery document to say he received the literature at the beginning, and he hasn't returned it at the end. This creates an issue for Stellantis in potentially reducing the re-sale value of the car, so I feel these charges are justified and I won't be asking for them to be removed.

I'll move on now to the missing service history. It is not in dispute that Mr R didn't provide a copy of the service history when he returned the car. He has told us that he had dealt with other manufacturers and finance companies where if the record was stored electronically, he didn't need to provide a paper copy. He's also suggested that the main dealership where he had the services carried out is part of the same company as Stellantis, so they would have access to the electronic records.

I'm not persuaded by this argument. Stellantis have been clear in their communications on many occasions that a hard copy should be provided, and I've seen no indications from them that an electronic version would suffice. I also agree with Stellantis that the BVRLA guidelines say a hard copy should be provided if it's an electronic record.

I've then gone on to think about the timescales involved here, and the impact. I understand that in order to re-sell a car at auction once its returned, Stellantis can't be expected to wait indefinitely for a customer to return missing paperwork. In this instance, they have collected the car on 23 June 2023, and sent out an invoice including all these charges for missing services and literature on 3 July 2023. The earliest Mr R could have received this was 4 July 2023, and he's made contact, provided the service history print out and raised a complaint about the issue by 7 July 2023.

I'm satisfied based on the speed at which he's dealt with the issue that he didn't realise he would be charged for these issues. It's possible that this might have been driven by his assumption that an electronic history would be fine, as he doesn't believe he was ever given a paper service book to use. But really, this doesn't influence my outcome on this case. Whether Mr R did or didn't have the service book doesn't influence my thought process about whether the charges are fair.

Stellantis have said they are following their terms and conditions, which mirror the BVRLA guidelines. They have evidenced the fact that they sent out several letters to Mr R to ensure he understood the return process. But Stellantis haven't said they had already sold the vehicle when he supplied them with a paper copy of the service history. And it feels unlikely that they would have sold the car in such a short timescale.

I do think Mr R should have read the details in the letters sent out to him, and if he wasn't sure about the service history he needed to provide, he could have queried it in advance.

But he hasn't done this, so I've gone on to focus on the reality of the situation, and its impact on both parties.

This service is an informal dispute resolution service with a remit focussed on fairness of outcome, as considered from an impartial perspective. I'm thinking about the timescales here, in which Mr R provided the relevant service history paperwork only a very short time after he should have. He also did this as quickly as he could once he realised his error.

I'm then comparing this to the penalty he's being charged of £200 per missing service, so £800 total. It's fair for this charge to be this high when a car hasn't been serviced to the required standards or intervals because that would clearly reduce the onward sale value of the car. But in this instance, that isn't the case, as it quickly became clear to Stellantis that the services have been done, and the proof has been given to them.

What's left is basically a slight inconvenience to the business in accepting the printout of his electronic service record shortly after the car has been collected and inspected. I'm not persuaded that a slight delay in receiving that warrants a charge of £800. Returning to our remit as a service, this doesn't feel like a fair outcome. In sticking rigidly to the terms and conditions which say they *can* charge for missing service history paperwork, Stellantis don't seem to have considered whether they fairly *should* charge for it in the circumstances of this specific case.

I'm persuaded that it isn't fair for Stellantis to charge Mr R £800 for providing his service history record a few days late. So, I agree with the investigator here, who said that Stellantis should waive these charges for missing service history. I also agree with the Investigator where they have said that it is fair for Mr R to pay the missing literature charges totalling £60.63, so I won't be asking Stellantis to do anything differently regarding that charge.

Putting things right

I instruct Stellantis to carry out the following:

- Remove the total of £800 in charges for four missing services from the end of contract charges invoice.

My final decision

I am partially upholding this complaint and instruct Stellantis to carry out the above instructions in the "Putting things right" section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 April 2024.

Paul Cronin
Ombudsman