

## **The complaint**

Mr S complains about a car supplied under a conditional sale agreement, provided by Stellantis Financial Services UK Limited ('SFS').

## **What happened**

Around March 2023 Mr S acquired a used car under a conditional sale agreement with SFS. The car is listed with a cash price of £22,000, was just over five years old and had covered around 65,512 miles. Mr S paid a deposit of £2,239.60.

Unfortunately, Mr S says the car developed issues. He says around nine weeks into the agreement the car went into limp mode due to an issue with the diesel particulate filter ('DPF'). He said this was cleaned but then continued to fail again several times until January 2024, when the coolant tank was noted as being defective. Mr S says this was repaired in February 2024 and he was told this was the cause of the DPF issues.

Mr S then explained in April 2024 the timing chain snapped, which he later found out was a non-original part. He said this caused major damage to the engine and he was without a car for nearly four months. Mr S explained this was repaired by a local specialist I'll refer to as 'B'.

Mr S then said around a week after he got the car back, it had another coolant leak. Once this was repaired, he said the 'DPF light' came back on.

In July 2024 Mr S complained to SFS. It started to investigate but didn't issue a final response to the complaint.

Mr S remained unhappy and referred the complaint to our service. He said he believed SFS had been told incorrect information from the dealer about the complaint. He said he believed the car had been serviced as required. And he said B had confirmed to him that the timing chain snapped because of non-OEM (Original Equipment Manufacturer) parts being fitted.

Mr S said he was told by B the timing chain would've snapped whether the car was serviced or not as it was not fit for purpose. Mr S also said the dealer failed to tell him when the car needed a service.

Our investigator issued a view and didn't uphold the complaint. She said, in summary, that she thought the issue with the DPF was down to wear and tear and cleaning was part of routine maintenance. She said either way, this was rectified under warranty. She said because the timing chain had snapped about a year after Mr S got the car and after it had covered around 9,500 miles, she didn't think this fault was present or developing when Mr S got the car.

Mr S disagreed. He said, in summary, that he believed the car was supplied with a timing chain that was not fit for purpose. He pointed out because of the repair, the car was now on its third timing chain.

As Mr S remained unhappy, the complaint was passed to me to decide.

I sent both parties a provisional decision on 15 August 2025. My findings from this decision were as follows:

*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 initially think this complaint should be upheld. I'll explain why.*

*I'd like to explain to both parties that I may not comment on every piece of evidence nor every argument raised in this decision. I want to reassure Mr S and SFS that I've carefully considered all of the information and comments provided. But I'm going to focus on what I think are the key facts and the crux of the complaint. This reflects the informal nature of our service.*

*Mr S complains about a car supplied under a conditional sale agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr S's complaint against SFS.*

*When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – SFS here – needed to make sure the goods were of 'satisfactory quality'. Of particular importance here is that the CRA also sets out that the durability of goods can be considered as part of whether they are of satisfactory quality or not.*

*Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.*

*So, in this case I'll consider that the car was used, around five years old and had covered around 65,000 miles. This means I think a reasonable person would not have the same expectations as for a newer, less road worn car. And I think they would expect parts to have suffered from wear and tear. That being said, Mr S paid £22,000 for the car. So I still think a reasonable person would expect it to be in good condition, free from anything other than relatively minor defects and would expect trouble free motoring for a reasonable time.*

*What I need to consider in this case is whether I think Mr S's car was of satisfactory quality or not. I think there are two main issues to consider here, so I'll go through these in turn.*

### **DPF/coolant issues**

*Having reviewed the evidence, I'm satisfied the car had a fault with the DPF that was likely caused, as Mr S explained, by an issue with the coolant system. I say this as I've seen information from the dealer in relation to the fault:*

*A job sheet from 15 January 2024, where the mileage was noted as 73,688 explained:*

*"Investigate DPF light on the dash and the last 2 attempts to do a regen have failed. advised not to drive"*

*A Vehicle health check from 23 January 2024 states:*

*"EML Light on dpf fault and service light on"*

*“Coolant level low tank damaged and leaking and cap defective”*

*Mr S has explained that the issue was repaired in February 2024.*

*What I now need to consider is whether this meant the car was not of satisfactory quality.*

*Mr S has explained the car first had issues with the DPF around nine weeks after getting it. He’s provided two invoices for DPF cleaning from 17 November 2023 and 8 January 2024. The mileage of the car isn’t noted on these.*

*I’ve thought carefully about this. But from the evidence I’ve seen, the car first showed issues with the DPF in November 2023, around ten months after Mr S acquired the car. This is quite a significant time after Mr S says the issues started.*

*This means I’m satisfied the issues with the DPF and coolant system weren’t present when Mr S got the car. I’ve then considered durability here. And while this is somewhat finely balanced, considering everything, I’m not persuaded a reasonable person would consider this issue meant the car wasn’t durable, given the amount of time Mr S used it for before the evidence shows the issues appeared.*

*That being said, SFS should note if Mr S does provide evidence showing the DPF issues appeared around nine weeks after he got the car, then my opinion may change. I believe a repair was carried out under warranty here, so, either way, broadly his rights under the CRA will have been met. But I might think if he can provide further evidence then it would be reasonable for him to be reimbursed the cost of the DPF cleanings.*

### **Timing chain**

*I’m satisfied Mr S’s car suffered from a failed timing chain. Mr S provided an invoice from 16 July 2024. The mileage was noted as 75,065 and the cost was £4,242.79.*

*This stated:*

*“BROKEN LOWER TIMING CHAIN”*

*And it detailed the parts that needed to be replaced.*

*Mr S said the timing chain failed around April 2024. This meant the fault occurred around 13 months after Mr S got the car. And from the invoice, it had covered around 9,500 miles. I’m satisfied this means the fault wasn’t present or developing at the point of supply, as the car would be impossible to drive with a failed timing chain. And at first glance, I might reach a similar conclusion to above about durability here – the timing chain is part of the car that will suffer from wear and tear and it did last some time before failing.*

*But this doesn’t tell the whole story in this case. I think there are two further things I need to consider.*

*Firstly, in relation to durability, I’m satisfied this wasn’t the original timing chain that came with the car. I say this as B confirmed it was an aftermarket part – which I’ll comment on further below.*

*This does change things somewhat when considering whether the timing chain was durable. If for instance it was fitted shortly before Mr S acquired the car, I would expect its lifespan to be far more than around a year and under 10,000 miles. And I need to consider the overall picture of whether Mr S’s car was durable, given the repair meant it would be on its third*

*timing chain in just over 75,000 miles.*

*There isn't any evidence to prove specifically when this timing chain was fitted. So, I've had to consider what I think is most likely.*

*I'm satisfied from what Mr S said that the timing chain was replaced before he got the car. So, this means it was replaced at some point in the roughly five years and 65,000 miles prior to this.*

*I've then considered the lifespan I'd expect to see from a timing chain. Thinking about this, I find on balance it's more likely the timing chain was replaced later on during the time period in question.*

*I'm not putting too much weight on this, as this statement wasn't reflected in what I've seen from B directly. But I have considered that Mr S explained B told him the timing chain looked "fairly new". And I do think this adds something to my conclusion above.*

*Clearly, I don't have an exact date and mileage for when the replacement took place. But I can say, on balance, that I think it's likely Mr S's car was supplied with a timing chain that had been replaced relatively recently.*

*The second main point I need to think about here is the quality and condition of the timing chain itself.*

*Mr S's car was used. So, I don't think a reasonable person would consider it of unsatisfactory quality just because it had had parts replaced. And on a used car of this age and mileage, it doesn't seem unreasonable that non-OEM parts might be used.*

*However, I would still expect the parts themselves to be of satisfactory quality. And there is some evidence to suggest this wasn't the case here. I've seen an email from B to Mr S that explained:*

*"regarding the cause of timing chain failure. The only thing we can put this down to is poor quality of the aftermarket chain kit (manufacturer name) that was fitted to the vehicle before your ownership. There was nothing else that we found whilst the vehicle was been repaired that could possibly caused the chain to fail."*

*I have considered that B isn't a truly independent party here. But it did repair Mr S's car, and its conclusions are very strong.*

*Thinking about both the durability argument when considering the likely time period of the replacement, as well as the testimony from B above, I'm persuaded on balance that the car was not of satisfactory quality due to the timing chain failure.*

*I've then gone on to consider the service history of the car and whether this changes my conclusion. I've done so because I'm satisfied the timing chain's lifespan will be affected by the car's servicing, in particular by oil changes.*

*I'm satisfied this car had a maximum service interval of 21,000 miles or two years. Mr S explained he was told the dealer serviced the car before he acquired it. While he said he has struggled to get evidence of this, I've seen on the documents from the dealer that it recorded the next service due date as two years after Mr S acquired the car. It seems reasonable to me to conclude from this, along with what's generally most likely when a car is supplied, that Mr S's version of events is correct and the dealer completed a service at some point between it getting the car and when it was supplied to Mr S.*

*From the history online, I can see Mr S's car was serviced at:*

*March 2019 – 21,530 miles*

*December 2020 – 46,201 miles*

*As above, I think it's most likely the car was also serviced at some point prior to March 2023 and before it had covered 65,512 miles.*

*This does mean there are some gaps here compared to the manufacturer's recommended service intervals. The first service was around 500 miles overdue and the second around 4,500 miles. I have considered the third service, but given I've had no specific date, this is hard to make any firm conclusions about.*

*Thinking about this, I'm satisfied the lifespan of the original timing chain could have been affected by the servicing history. And this may explain why it needed to be replaced prior to Mr S getting the car. But, thinking about my conclusions above, and I need to once again acknowledge the lack of any firm evidence here, I find it's more likely than not that the timing chain was replaced after the December 2020 service.*

*I must stress to all parties that I am not a mechanic. But my understanding is that the oil would be changed when the timing chain was replaced, so even if the latest service was late, it's quite possible this would mean the effect on the lifespan of the second chain would be lessened.*

*Thinking about all of this, I'm not persuaded the service history of the car changes my conclusion that it wasn't of satisfactory quality due to the timing chain failure.*

### **Summary and putting things right**

*In summary, I find that the car was of satisfactory quality in relation to the DPF issues. But I find it was not of satisfactory quality in relation to the timing chain.*

*Given this, under the CRA Mr S had a right for the car to be repaired when the timing chain failed. A repair has taken place, and I've not been presented with anything to show this wasn't successful. So, broadly, his rights under the CRA have been met. But I don't think it's reasonable Mr S had to pay for the repairs, so I find SFS should reimburse him.*

*Mr S has explained he was without a car for around four months when it was repaired. I think it's reasonable Mr S is reimbursed the repayments under the agreement for this period. I've seen a copy of the receipt from the timing chain repair from 25 July 2024 which is when Mr S explained he got the car back. But, I've not seen evidence of when the car failed. I'd appreciate it if Mr S could provide any documentation to show this in response to this decision, such as a recovery or breakdown report, transport invoice etc.*

*I'm also satisfied Mr S has suffered distress and inconvenience because of what happened. I'm sure it was stressful when his car broke down. He's had to organise and pay for repairs that took some time. And he was without his car while these were completed. I find SFS should pay him £300 to reflect this.*

*I gave both parties two weeks to respond with any further comments or information.*

*SFS didn't reply.*

*Mr S came back and made several points to consider and provided some further evidence.*

Mr S provided evidence showing the car was recovered to the garage on 3 April 2024 and he provided an invoice for a DPF regeneration from 8 June 2023 for £100.

In summary, Mr S said that the car still had issues following the repair to the timing chain. He said it still rattled. He explained a specialist had explained this could be the balance shaft or timing chain. And he also provided a health check he said showed the further issues from 12 February 2025 where the mileage was noted as 78,283.

Mr S explained he'd had the balance shaft repaired and provided an invoice from 25 April 2025 showing this for a total of £905.63, but he said this hadn't resolved the issues.

Mr S said he was worried the car was 'unrepairable'.

Mr S also explained some further impact the situation had on him. In summary, he described what being without a car had meant for him and his young family. He said he'd had to change holiday plans. And he described the impact on his mental health.

I then wrote to Mr S and SFS on 12 September 2025 about what Mr S had said and provided.

I said, in summary, that I was satisfied SFS should pay redress for the time Mr S was without the car from 3 April 2024.

I said in relation to the invoice for the DPF clean from 8 June 2023, that I was satisfied this showed the issue appeared earlier than was previously evidenced. I said I was satisfied, given the other invoices from November 2023 and January 2024, this showed the issue with the coolant system and DPF was likely present or developing at the point of supply, or meant the car wasn't durable due to these issues.

So, I explained I was likely to instruct SFS to reimburse the cost of the invoices from the DPF cleanings in my final decision.

I explained that the invoice for the balance shafts was from around a year after Mr S acquired the car. And I noted the invoice didn't contain any commentary about the issues or when these occurred. So, I explained I didn't think this showed this issue was present or developing when Mr S got the car, nor that it wasn't durable.

Similarly, I explained the health check also didn't persuade me the faults noted were present or developing when Mr S got the car. I said this was because of the time passed since Mr S acquired the car and it showed he had covered around 13,000 miles when the health check was carried out.

I said that because of the further impact Mr S had explained the situation had on him, having reviewed our service's approach to payments for distress and inconvenience, I thought this amount should be increased to £600 to reflect what happened.

I gave both parties a further week to provide any final comments.

Mr S responded and said, in summary, that since the timing chain repair the engine has been making a rattling and grinding noise. He said this was why the balance shaft was repaired, but this didn't resolve things.

He also said B noted it didn't sound right after the timing chain was repaired. Mr S explained he was told there was now nothing further that could be done other than to replace the engine. He said this wasn't feasible given the cost.

Mr S said he was concerned the engine would fail, leaving him with an unroadworthy car. And he said he should not have to cover further costs.

SFS didn't respond.

### **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 now find the car was not of satisfactory quality due to the coolant/DPF issues. And I think it is reasonable SFS reimburses Mr S for the cleanings he had done.

I've carefully thought about what Mr S said in his most recent correspondence.

While I've considered what he said about the car's ongoing issues, I still haven't been provided with evidence to conclusively show issues are present nor what any ongoing issues are. While I've noted what Mr S says he was told by the repairing garages, this isn't reflected on the documents provided, and I don't have further testimony about this.

So, I haven't seen enough to persuade me SFS needs to take further action in addition to what I've already set out.

Having gone through all of the information on the case again, I still think the complaint should be upheld. And I still think what I set out to put things right in my provisional decision and follow up email is fair and reasonable to put things right. This is due to the same reasons set out above.

### **My final decision**

My final decision is that I uphold this complaint. I instruct Stellantis Financial Services UK Limited to put things right by doing the following:

- Reimburse Mr S the cost of repairs to the timing chain, £4,242.79, from 25 July 2024\*;
- Reimburse Mr S any repayments to the agreement from when the car broke down due to the timing chain on 3 April 2024 to the repair on 25 July 2024\*;
- Reimburse Mr S the cost of DPF cleanings\*, - £100 from 8 June 2023, £100 from 17 November 2023 and £120 from 8 January 2024;
- Pay Mr S £600 to reflect the distress and inconvenience caused

\* These amounts should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If SFS considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue and Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 October 2025.

John Bower  
**Ombudsman**