

The complaint

Miss T is complaining about the quality of a vehicle supplied to her by Stellantis Financial Services UK Limited trading as Stellantis Financial Services (Stellantis).

What happened

In February 2024, Miss T acquired a vehicle via a conditional sale agreement with Stellantis. She paid a deposit of £2,000 and borrowed £10,709.98 – the cash price of the vehicle (and warranty) was £12,709.98. The truck was first registered in September 2017, and it had done around 113,000 miles by the time Miss T acquired it.

Miss T noticed problems with the truck straight away – she said it was emitting blue/black smoke, had a noise coming from the engine, and had cosmetic damage to the rear. She contacted the dealership who took the truck for repairs and returned it around a week later. Miss T was still unhappy and took the car to an independent garage for repairs. The work was completed in March 2024 and Miss T reached out to the dealership, but she wasn't reimbursed for the costs as she'd been promised.

In January 2025, Miss T said she noticed that the blue smoke had started again and that the engine noise had worsened. She took the vehicle to one mechanic, who replaced the turbo. A few weeks later, in February 2025 she took the truck to another garage, which drained some of the oil and noted a possible DPF issue. Miss T then contacted Stellantis to complain about the quality of the vehicle they'd supplied.

Stellantis eventually replied, not upholding Miss T's complaint. Miss T had already contacted our service by this point and one of our investigators looked into her complaint. Our investigator upheld the complaint, saying the truck hadn't been of satisfactory quality when supplied. But, she said, she thought Stellantis should cover the cost of the repairs carried out in March 2024 and weren't responsible for further work necessary after that. Our investigator said Miss T had been able to drive the truck for eleven months and over 16,000 miles before the later problems started. She wasn't satisfied that the later problems were connected to the earlier problems.

Stellantis accepted our investigator's view, but Miss T wasn't happy. She supplied a video of the engine making noises in March 2024 and an email from a mechanic who'd done some work on the vehicle soon after purchase and then replaced the turbo in January 2025. She said this mechanic told her to return the car to the dealership, but she was unable to as it was no longer in existence. Miss T felt she'd provided evidence that proved the later issues were linked to the earlier problems and said every garage she'd been to had told her that DPF issues cause internal damage to an engine over a long period of time. She and our investigator weren't able to reach an agreement, so the matter's come to me for a 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'm upholding Miss T's complaint along the same lines as our investigator. I appreciate how disappointing this will be for Miss T, but I'll explain further below.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Stellantis were the supplier of the goods under this agreement and are therefore responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory*". To be considered satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, taking into account any description of the goods, the price and other relevant circumstances.

Satisfactory quality

There doesn't seem to be any dispute that the car wasn't of satisfactory quality when it was supplied. The dealership attempted repairs but failed. And the dealership appears to have authorised Miss T to get repairs carried out herself and promised to reimburse her for them.

The work carried out in March 2024 involved checking for smoke and leaks. The garage identified a split intercooler hose, replaced this and retested it, and carried out a forced DPF regeneration. I'm satisfied the split hose and clogged DPF were most likely present when the truck was supplied to Miss T because the faults were identified and repairs carried out within just a few weeks of Miss T having the vehicle. It's therefore appropriate that Stellantis cover the cost of these repairs.

However, Miss T has needed to have further work done to the truck and wants Stellantis to cover the cost of the additional repairs done and needed or alternatively replace the vehicle.

The evidence Miss T provided shows she had the turbo replaced in January 2025, then had the oil drained three times in quick succession in February, March, and May 2025. In addition, the DPF was regenerated again in March 2025. In June 2025, Miss T took the truck to another garage. This garage noted the oil level was too high and they couldn't drain it as the sump plug was faulty. They also noted that there was excessive blow by from the crankcase and suspected an internal fault in the engine and possible DPF failure because of excessive regeneration. Miss T also sent us an email from the first mechanic she took the vehicle to, which says he advised her to take it back to the dealership.

I appreciate the dealership is no longer in existence, and this has made things more difficult for Miss T. But I've seen no evidence Miss T had any further problems with the vehicle until January 2025. By that time, she'd covered around 16,000 miles in it. That makes it much more difficult to say that a fault that was identified would have been present or developing at the point of supply. The invoice for the turbo doesn't refer to the previous repairs at all. And the work Miss T had done after this was primarily draining the oil. The fact that oil level was too high four times in quick succession suggests that this was a new problem – I've seen no evidence that it occurred prior to February 2025.

The diagnostics carried out in June 2025 said there was a possible DPF failure because of excessive regeneration. The diagnostic report doesn't link this to the internal fault in the engine or the blow by from the crankcase. And, I note, the DPF was forcibly regenerated at least twice while the truck was in Miss T's possession – in March 2024 and March 2025. So, I can't say the possible DPF failure identified in June 2025 would have been present or developing at the time the vehicle was supplied to Miss T.

I've also reviewed the independent report commissioned by the finance broker. By this point, the truck had travelled 20,000 miles since Miss T acquired it. The report says there was abnormal engine noise and backpressure consistent with internal engine damage as a result

of poor lubrication. The report suggests that if correct and timely investigation and diagnosis of the high oil levels had been undertaken, the engine damage wouldn't be present.

So, in conclusion:

- I've seen no evidence that Miss T experienced any problems with the quality of the vehicle between March 2024 and January 2025
- I can't link the replacement of the turbo to the problems identified in March 2024
- The high oil levels appear to have started occurring in early 2025, at least eleven months and 16,000 miles after the truck was supplied to Miss T
- The reason for these high levels wasn't investigated when they arose
- It's likely that the high oil levels were a result of dilution of the oil, and the result was poor lubrication causing the internal engine damage

It's not my role to determine the exact cause of the problems with the engine. Whilst it's possible that the dilution of the oil arose because of problems with the DPF, I'm not persuaded that was a result of the faults that appear to have existed at the point of supply. That's primarily because the oil levels started to become a problem a year after supply, by which point Miss T appeared to have had normal, satisfactory use of the truck for around eleven months, and during which she drove significantly above average mileage.

Putting things right

As the car wasn't of satisfactory quality at the time it was supplied to Miss T, Stellantis need to put things right. They should refund to Miss T the £432.37 she paid to repair the vehicle in March 2024, together with simple interest at 8% per year on that amount.

My final decision

As I've explained above, I'm upholding Miss T's complaint. Stellantis Financial Services UK Limited trading as Stellantis Financial Services need to:

- Refund the £432.37 Miss T paid in respect of repairs in March 2024; and
- Pay Miss T 8% simple interest* per year on all refunds, calculated from the date of that payment to the date of settlement.

* HM Revenue & Customs require Stellantis to deduct tax from any award of interest. They must give Miss T a certificate showing how much tax has been taken off if she asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 5 November 2025.

Clare King
Ombudsman