

The complaint

Mr P has complained that he is unhappy with the quality of a van he acquired in November 2022, using a conditional sale agreement with Stellantis Financial Services UK Limited, trading as Vauxhall Finance (“Stellantis”).

What happened

Mr P acquired a used Ford van in November 2022 using a conditional sale agreement with Stellantis. The van cost £20,384 (including the cost of a warranty), of which Mr P borrowed £19,384 over 60 months, with monthly repayments of £468.47. The van was just over four years old at the time and the mileage stated on the invoice was 33,000.

Mr P said that, after acquiring the van, he had several problems with it. In April 2023, the van had to have a new vacuum pump and alternator fitted – both of these jobs were covered under the warranty. The mileage at this point was 45,704.

Mr P told us that the vacuum pump failure was caused by shards of rubber from the cambelt (timing belt) being sucked into the pump – which he said was a sign that the cambelt had been degrading over time. Following the repairs, Mr P had a full service carried out at a Ford dealer, and enquired about having the cambelt replaced, but he was told by Ford that that timing belt orders and inspections were on hold.

In November 2023, the van broke down and was recovered to a garage. The mileage at that point was 62,701. Mr P was told that the cambelt needed to be changed (which was significantly before the manufacturer’s guideline of 10 years, or 150,000 miles) and the engine replaced. Mr P then paid just over £3,800 for the engine to be overhauled rather than replaced.

Mr P complained to Stellantis about all this, and said he thought Stellantis should refund the costs he had incurred. But Stellantis said that did not uphold his complaint. Mr P was not happy with this, so he brought the complaint to this service. Our investigator looked into it, but didn’t think it should be upheld. Mr P didn’t agree and asked for it to be reviewed by an ombudsman.

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’ve decided not to uphold this complaint. I’ll explain why.

I’ve taken account of the relevant law, including the Consumer Rights Act 2015, (“CRA”). Because Stellantis supplied the van under a conditional sale agreement, it’s responsible for a complaint about the quality, and there’s an implied term that the van was of satisfactory quality. Vehicles are of satisfactory quality if they are of a standard that a reasonable person would expect, taking into account all of the relevant circumstances. When considering

satisfactory quality here, I also need to look at whether the van is durable – that is, the components within the van must be durable and last a reasonable amount of time.

There are certain times, set out in the CRA, when a consumer is entitled to reject goods, in this case the van, if they don't conform to contract – a short term right to reject within 30 days of taking delivery, or a final right to reject if a repair or replacement hasn't resulted in the van subsequently conforming – that is, it then being of satisfactory quality.

In this case, the van was just over four years old, with a mileage of 33,000, when Mr P acquired it. And the price was lower than that of a new van. So it's reasonable to expect that parts of the van would have suffered wear and tear, and that a van of this age would likely need repair and maintenance sooner than a newer van.

Mr P sent in copies of invoices for the work done on the van, along with a copy of a service bulletin from Ford relating to a revised timing belt service interval. Stellantis sent in copies of the finance agreement, and its final response to Mr P.

I don't have the benefit of an independent inspection report on the van, but I've reviewed the various documents that Mr P sent in. The costs of the replacement of the vacuum pump and alternator were covered under the warranty, but I don't have any information from the garages that carried out the repairs on the causes of the problems. So I don't have evidence to indicate that the faults on those items were present at the point of supply.

Mr P decided to take the van to a Ford dealership in April 2023 for a full service, so as to get everything checked. As the repairs had been done there is nothing in the service documentation that refers to the vacuum pump or alternator. It was at this service that Mr P said he found out that the van had a rubber cambelt, and that wear and tear on this type of belt causes splinters of rubber to wear from the belt, and build up in the brake vacuum pump, which causes that to fail. Mr P said that this raised concerns, so he enquired about having the cambelt changed even though it was nowhere near the recommended mileage or age.

The service checklist from April 2023 refers to a noisy air conditioning pump, low tread on one of the tyres, worn brake pads and a damaged intercooler. The mileage at this point was 45,703 miles. It seems that the garage replaced various filters but there is no comment on the checklist about the cambelt. Having said that, an email Mr P provided to us was sent to him by Ford, saying it had put any timing belt orders on hold due to an unforeseen complication but hoped to have the parts available to order in June 2023. The email went on to say that timing belt inspections had also been put on hold, but dealerships had some discretion should they want to assist for clarification on any potential failure. It also said that if a vehicle should fail during this time, it would recommend it be taken to the nearest Ford dealership to be assessed for a manufacturing defect.

In November 2023, when the van broke down, Mr P took it to a Ford dealership, and contacted Ford as he had been advised to do. Mr P has said that Ford declined to assist, but I don't have any documentation about that so I can't draw any conclusions about what happened. Although the Ford dealership initially recommended a new engine, Mr P was able to have the van repaired at a lesser cost of around £3,800. I note that the invoice for this shows a mileage of 62,705.

In addition to the invoices for the work on his van, Mr P also sent in a service bulletin from Ford, dated 2024, in which the timing belt service interval was stated to be reduced to 6 years or 100,000 miles. Mr P said he confirmed with a Ford dealership that the bulletin was genuine. Whilst I have not been able to find this bulletin on the manufacturer's website, an online search has produced various articles referring to this reduced service interval. The

bulletin refers to a possible reduced service life of the timing belt due to '*engine oil dilution/vehicle operation conditions/usage*' and notes the reduced service interval as I noted above.

I've summarised the details of the problems with the van above, but I've read and considered all of the evidence provided by both parties. As I noted above, I don't have evidence from the repairing garage to confirm the reason for the failure of the vacuum pump in April 2023, and it looks as though the possible issue relating to the cambelt was raised *after* that repair had been done, so I can't fairly say with certainty that the failure was a consequence of the cambelt degrading at that point. Mr P had travelled nearly 13,000 miles by then, and he travelled a further 17,000 miles before the cambelt failed in November 2023. So he had had the van for a year, and had travelled about 30,000 miles in total. On balance, it seems to me that if the problem had been present or developing at the point of supply, the failure would most likely have occurred earlier than it did.

I have taken account of the content of the bulletin, but I note that there are different reasons given for a possible reduced lifespan of the timing belt, including operating conditions and usage. So I can't draw conclusions from that in relation to what happened with Mr P's van.

Overall, while I appreciate that this has been very difficult for Mr P, and I accept that the cambelt had to be replaced earlier than expected, I'm not satisfied there's enough evidence to say that the van wasn't of satisfactory quality at the point of supply. Whilst there have clearly been faults with the vehicle, I don't have the weight of evidence to say that they were present or developing at the point of supply rather than being due to wear and tear. So on that basis I can't fairly say that Stellantis should do anything more, and therefore I don't uphold this complaint.

My final decision

For the reasons given above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 May 2025.

Jan Ferrari
Ombudsman