

The complaint

Mrs E is unhappy that a vehicle supplied to her under a hire purchase agreement with CA Auto Finance UK Ltd (CAAF) was of an unsatisfactory quality and misdescribed.

When I refer to what Mrs E has said and what CAAF have said, it should also be taken to include things said on their behalf.

What happened

On 7 March 2024 Mrs E was supplied with a vehicle financed through a hire purchase agreement with CAAF. The vehicle was described on the invoice as Motorhome Base Model Ford Transit 350. The price of the vehicle was £35,000 for which Mrs E paid a £5,000 deposit followed by 59 monthly payments of £670.17 and a final payment of £680.17. The vehicle was first registered in October 2015 and had travelled approximately 58,000 miles at the time of supply.

Mrs E's complaint is three-fold. The first relates to the fact that whilst described as a motorhome on the invoice the V5 shows the class as a panel van. She contends that this alleged misdescription has significantly impacted on the use and value of the vehicle, rendering it not fit for purpose. The second element of the complaint concerns the lack of certification for the gas and electric conversions. This coupled with issues with the ventilation in the vehicle renders it unsafe and therefore not of satisfactory quality. The final element is that the difference between the vehicle being a motorhome and its class on the V5 as panel van has meant the vehicle is not insurable. There is some question as to whether this forms part of Mrs E's formal complaint but I will deal with it as part of my consideration for the sake of completeness.

Mrs E formally complained to CAAF on 10 July 2024. CAAF did not uphold Mrs E's complaint. They explained that the description on the invoice, namely motorhome base model ford transit 350, was the model not the body type which is shown by the V5 and in this case is a panel van. They further explained that because of the nature of the vehicle and the fact it was for private use neither the electrics nor gas conversions required certification. They also challenged the assertion the vehicle could not be insured and produced evidence that it was in fact currently insured. They would not comment on the fact that Mrs E was struggling to sell the vehicle as a motorhome because of the different class on the V5.

Because Mrs E was not happy with the outcome, she complained to us.

On 1 June 2025 I issued a provisional decision not upholding Mrs E's complaint.

The rationale for this decision was set out in the provisional decision as follows:

"Mrs E was supplied with a vehicle under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

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". The CRA says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. So it seems likely that in a case involving a vehicle, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the vehicle's history.

The CRA says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability. Where goods are second hand, as in this case, due regard must be had to the price, age and any description applied to the vehicle.

The CRA also states that where goods are sold by description there is a clause included in the contract that the goods must match the description. So, the description applied to the car is not just important in terms of deciding whether it is of satisfactory quality but also if it has been misdescribed.

So, if I thought the vehicle was faulty or not fit for purpose when Mrs E took possession of it and this made the vehicle not of a satisfactory quality, it'd be fair and reasonable to ask CAAF to put this right. Equally if I thought that the vehicle had been misdescribed then it would also be fair and reasonable to ask CAAF to put this right.

I can see from the case file the impact that this has had on Mrs E both financially and emotionally. Whilst empathetic to this I can only come to any decision based on the evidence presented to me and on the balance of probabilities. Also, the scope of my decision is limited to matters that have been through CAAF's complaint system. In this case the key areas for me to consider are issues under the CRA relating to fitness for purpose and any possible misdescription.

Core to this case is the fact that the vehicle was described on the sales documentation as a Motorhome Base Model Ford Transit 350, whereas the V5 states the body type as a panel van. Clearly the description is an inducement to the consumer to purchase and I think that a normal consumer would take the description as meaning that the vehicle was a Motorhome in every sense of the meaning. CAAF have explained in their response that the invoice showed the model not the body type, which was shown on the V5. I do not necessarily accept that this is reasonable, and a consumer could rightly take any description applied to the vehicle to apply to the body type as officially recorded on the V5. However, I do need to consider how this vehicle was described as a whole prior to Mrs E entering the contract for supply.

Key to this is evidence that I have seen of a message conversation between Mrs E and the supplying garage, on 7 March 2024 prior to supply. Mrs E specifically asked what class the vehicle was for insurance purposes. The response was transit crew cab. Mrs E further asked, "not a camper then". The response was "...van is a seven seater with a conversion". This would tend to indicate that prior to supply Mrs E was aware of the class of the vehicle.

In addition, I need to explore the behaviour of Mrs E post supply to see if it is consistent with her rejecting the vehicle because of the class. On 21 January 2025 Mrs E in an email to the investigator stated that they did not have the V5 at the time of supply but that it was received three weeks later. The supply was 7 March 2024 this means that Mrs E would have been aware of the difference in class late March 2024 but did not register a complaint until early July 2024. Additionally, she undertook further conversion work as can be evidence from a message from her to the supplying garage on 3 July 2024 seeing if they would buy back the vehicle.

Looking at the description as a whole, and in particular the message on 7 March 2024, plus the fact that Mrs E knew in late March of the V5 class but did not complain until early July I do not find, on the balance of probabilities, that the vehicle has been falsely described. Even if I did decide that it had been misdescribed at the point of supply the fact that Mrs E not only kept the vehicle for approximately three months after being supplied the V5 but undertook further modifications on it would tend to persuade me that she had accepted the vehicle with this difference in description. Therefore, I do not uphold this element of Mrs E's complaint.

When coming to a decision regarding the ventilation, gas and electrics on the vehicle there are points in contention. The first is whether the work is required to be certificated. Even if it doesn't is the ventilation on the vehicle as supplied to Mrs E fit for purpose and safe.

The first part of this is reasonably straight forward. Evidence supplied shows that the regulations, namely the Gas Safety (Installation and Use) Regulations 1998, do not apply to vehicles such as the one Mrs E was supplied unless hired out in a course of business. So, there is no specific requirement for certification. In the absence of a specific requirement for certification Mrs E would have to show that the ventilation on her specific vehicle was not safe or fit for purpose. Checking the case file I can see that Mrs E has provided photographs showing where she believes additional ventilation should have been installed but there is no other supporting evidence, other than the assertion that it is required. Our investigator did email Mrs E on 2 December 2024 inviting her to provide further information in relation to the requirement for additional ventilation but there is no further supporting evidence provided.

CAAF have provided evidence that shows the history of the company undertaking the conversion work and the fact that they are experienced in this field. They have also provided photographs of the ventilation as cut in during conversion. There is a lack of independent evidence from Mrs E to challenge this evidence from CAAF and support her assertion in relation to lack of adequate ventilation.

On the balance of probabilities my decision is that there is no requirement for certification on either the electrics or gas conversion on the vehicle. Additionally, there is not enough evidence to show that there is a fault with the ventilation on the vehicle as supplied. Therefore, I do not uphold this element of Mrs E's complaint.

As I said above it is unclear as to whether the fact the vehicle could not be insured forms part of Mrs E's complaint but for the sake of completeness, I will cover it here. I have seen two separate entries from the Motor Insurance Bureau that shows that the vehicle was insured at the time of checking so I do not find this element of Mrs E's complaint upheld.

Whilst sympathetic to Mrs E's circumstances on the evidence presented, I do not uphold Mrs E's complaint. As my rationale is slightly different to that of the investigator I am issuing this as a provisional decision to allow for the Mrs E to provide any information that they feel is relevant to their case."

I gave both parties two weeks to provide any comments or additional information.

CAAF did not provide any further comments.

Mrs E's representative did provide additional information. This information related to Mrs E's current health issues and raised concerns as to whether she would have had the appropriate mental capacity when entering into the original contract. This was supported by medical evidence.

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.

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.

I am hugely sympathetic to the situation Mrs E finds herself in and I can see the impact that this is having on both her and her representative. The additional evidence provided about Mrs E state of mind and mental capacity at the time of contract does warrant further consideration. However I do need to be fair to both parties and it is only right that CAAF are given the chance to consider this new aspect of Mrs E's complaint. So, I can only consider matters that were raised during Mrs E's original complaint.

In terms of Mrs E's response to my provisional decision there is no new evidence relating to either the quality of the vehicle or any potential misdescription. All comments provided relate to Mrs E's capacity and as I said above I cannot consider these. The rationale behind my provisional decision therefore still stands. There were two elements to the complaint namely the vehicle was misdescribed and that the vehicle was of unsatisfactory quality.

In terms of any potential misdescription I find that Mrs E has not produced sufficient evidence to show that the vehicle was misdescribed as to it being a motorhome when in fact the V5 showed it was a panel van. I remain happy that the communications exchange beforehand between Mrs E and the supplying garage where they clarified that it was not a campervan but a seven-seater with a conversion meant that it was clear on what the vehicle was classed as, prior to purchase. Also she received the V5 in late March 2024 but did not complain about this issue until early July 2024 meant her behaviour was inconsistent with this being an issue.

The second element relating to Mrs E's complaint that the ventilation on the vehicle was insufficient for it to be used as a mobile home and lacked the required certification. In not upholding this element of the complaint I noted that Gas Safety (Installation and Use) Regulations 1998 did not apply to private vehicles. The only evidence Mrs E supplied was pictures of where she believed extra ventilation should be. CAAF cited the expertise of the business undertaking the conversion work on the van. So I decided that in the absence of any supporting evidence from Mrs E I could not uphold this element of her complaint, and this conclusion remains valid.

So, for the reasons I have just set out, and in the extract of provisional decision above, my final decision is that I do not uphold this complaint.

My final decision

My decision is that I do not uphold this complaint against CA Auto Finance UK Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 7 August 2025.

Leon Livermore
Ombudsman