

## **The complaint**

Mr J complains about the quality of a car he has been financing through an agreement with Toyota Financial Services (UK) PLC, trading as Redline Finance (who I'll call TFS). He also says the car was misrepresented to him.

## **What happened**

Mr J took receipt of a used car in June 2023. He financed the deal through an agreement with TFS. The car was about seven years old and had completed about 83,000 miles when it was supplied.

The car was advertised as having a full service history but Mr J couldn't find evidence of the water pump and cam belt change it was supposed to have had. He contacted the dealership who explained they had completed the work but couldn't evidence it. The dealership, therefore, said they would take the car back and unwind the agreement. Mr J didn't take up the dealer's offer.

Mr J had problems with the car. It was juddering and gear selection was difficult. He obtained a diagnostic report from a company I'll call CM. They said the flywheel was degrading and a subsequent report from a company I will call H said a suspension arm needed to be replaced. Mr J complained to TFS. He wanted them to repair those faults.

TFS arranged for an independent inspection of the car. The inspector noted that the clutch pedal was heavy and suggested it, and its associated components, were nearing the end of their serviceable life. The independent inspector thought that could be expected on a car of this age and mileage and as a result, TFS rejected Mr J's complaint.

Our investigator agreed that the faults could only fairly be considered to be normal wear and tear. She couldn't find evidence that the service records had been inaccurate as she was persuaded the water pump and cam belt were likely to have been changed. She didn't think there was cause to uphold Mr J's complaint but as he disagreed, the complaint has been referred to me, an ombudsman, for 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.

I know it will disappoint Mr J, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr J acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

### ***Was the car misrepresented to Mr J***

A misrepresentation is a false statement of fact, or of law, that is significant enough to influence a person's decision to enter into a contract. Mr J questions whether the cam belt and water pump were replaced during a service the car had before it was supplied to him. The dealership have explained that the work was completed but that they are unable to evidence it. When Mr J had some diagnostic work completed by H they commented that the cam belt and water pump bolts and pulleys seemed quite new. On that basis I think it's more likely than not that the service was completed correctly, and that Mr J hadn't been given a false statement of fact.

And, even if I'm wrong, and there was a misrepresentation here, the correct course of action would be to put Mr J back in the position he would have been in had the misrepresentation not have happened. The dealership offered to do that. They said they would take the car back and unwind the agreement. So, I think TFS were fair not to take any further action in relation to the alleged misrepresentation.

### ***Was the car of satisfactory quality***

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then TFS, who are also the supplier of the car, are responsible. The relevant law also 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.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr J. The car here was about seven years old and had already completed about 83,000 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

Mr J reported quality issues with the car within his first few months of ownership. There's no dispute that there is a problem with the clutch/fly wheel and a suspension problem. Mr J says there may also be a problem with AdBlue but I've not seen any further evidence to support that assertion.

The issue here is whether the faults that have been identified on the car could be considered normal wear and tear or whether they could be considered unsatisfactory.

The diagnostic inspections Mr J commissioned have been quiet on that subject. They have identified faults but haven't explained whether those faults could be considered normal for a car of this age and mileage. They are also not independent views as they are reports paid for by Mr J. The independent report completed on 26 September 2023 is independent and a statement is included to explain the inspector's overriding duty to the courts to be truthful. I'm persuaded by that expert opinion that the issues with the clutch could be expected on a car of this age and mileage and that they couldn't fairly be considered to have been TFS's responsibility to put right. While the inspector didn't comment on the suspension problem I think the same can be said for that. I think a reasonable person would consider a broken

suspension arm to be normal wear and tear in a vehicle that had completed such a high mileage.

Ultimately, I'm not persuaded that TFS need to take any action here.

**My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 6 November 2024.

Phillip McMahon  
**Ombudsman**