

## The complaint

Mr H is unhappy that a car supplied to him under a hire purchase agreement with Toyota Financial Services (UK) PLC trading as Redline Financial Services (Redline) was not of satisfactory quality.

## What happened

In March 2025 Mr H was supplied with a used car through a hire purchase agreement with Redline. The agreement was for £12,923.56, with 52 monthly payments of £248.53. At the time of supply, the car was approaching ten years old and the sales invoice said the car had done 99,999 miles. Mr H has provided a copy of the advertisement he saw when he purchased the car – this shows the mileage as 100,147.

Mr H said that he had issues with the car after just a few days of getting it.

He said he had issues with the DPF, the tyre pressure warning system, and the main console. He also said the brakes were slow to react. He said the issues with a water leak, the console faults, and the brakes had been repaired. But he still had issues with the tyre pressure monitoring system (TPMS), and engine management alerts related to the DPF.

He said he wanted the car repaired, and that a main dealer garage should run diagnostic tests as the supplying dealer didn't have the equipment to run detailed diagnostics.

In their final response letter Redline said the issue with the DPF was not present at the time of sale. They said the DPF was a serviceable item and would require longer journeys to regenerate and clean itself.

They partially upheld Mr H's complaint due to the inconvenience caused by the repairs that were required to the car.

Mr H was unhappy with this response, so he referred his complaint to our service for investigation. He said he'd had repeated faults with the car, still had engine management issues, and warnings from the TPMS.

Our investigator said he was persuaded that Redline had acted fairly and reasonably, in line with their obligations under the CRA, and in line with the independent engineer's recommendations.

He said there was no evidence to suggest that removing and physically cleaning the DPF was unreasonable or inadequate, or any evidence that the repair had failed or that the issue had reoccurred since the work was completed. So he was persuaded that Redline arranged for the repair to be carried out appropriately and that it successfully rectified the fault, restoring the car to a satisfactory standard.

He also said he'd seen no diagnostic evidence to confirm that the tyre pressure warning light related to a fault with the TPMS. He said the issue appeared likely to be linked to the condition or wear of the tyres themselves. And because tyres are serviceable items that are

the consumer's responsibility to maintain, he was not persuaded that this issue meant the car was of unsatisfactory quality when it was supplied.

He did say that Redline should pay Mr H £200 in total for the distress and inconvenience they had caused him. This was because of the time it took from Mr H's first complaint to the issue being resolved.

Mr H didn't agree with the investigator. He said the supplying dealer had agreed to supply and fit a new DPF, and Redline should ensure that happens. He said the issue with the tyres started after three days so must have been pre-existing. He said the 148 miles difference in recorded mileage on the sales invoice and the advert indicated that the car had been used by the garage as a "*utility vehicle*" and this was not normal wear and tear. He said Redline should diagnose the issue with the TPMS and the tyres, and replace the tyres if required at a main manufacturer garage.

Our investigator considered Mr H's comments alongside additional information he supplied. This included call recordings with the dealer.

He said Mr H's comments didn't change his opinion that Redline had acted fairly and reasonably but could have handled matters more smoothly and quickly.

Because Mr H didn't agree, this matter has been passed to me to make 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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. Mr H was supplied with a car 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) covers agreements such as the one Mr H entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

Here, I'll consider that Mr H's car was approaching ten years old and had covered around 100,000 miles. So I don't think a reasonable person would expect it to be in the same condition as a newer, less road worn one. And I'm satisfied they would expect the car to have parts affected by wear and tear.

### Independent Engineer's Report

I've seen a copy of the independent engineer's report, dated 30 July 2025. In this report, the engineer concluded that the DPF was significantly blocked with soot content being at 269%. He said the DPF needed to be removed and physically cleaned, as a self-regeneration would not be successful.

He also said the TPMS was not illuminated and all tyres were sufficiently inflated.

The engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon.

### Tyres and TPMS

Mr H said he had problems with the tyres and the TPMS from day three of acquiring the car. He said that he took the car to the garage and the warning light disappeared after the garage inflated the tyres. The independent engineer in his report confirmed that the TPMS was working as it should.

So it appears to me that the TPMS is working efficiently – it is informing the driver when the tyre pressures are not at the recommended level.

I've seen the MOT history for this car. This shows that the car passed the MOT on 15 April 2025, a month after Mr H acquired the car. It passed with two advisories, both relating to the tyres. That the car passed the test tells me that it was legally roadworthy. It also persuades me that the tyres were of a satisfactory quality when supplied.

Advisories on an MOT are issues that need to be monitored and repaired if necessary. Tyres are an item that are subject to wear and tear and it is the customer's responsibility to maintain them. It appears to me that the tyres may be affected by for example, slow punctures, likely due to their age, or the advisories reported in the MOT.

So I won't be asking Redline to take any action in relation to the issues Mr H has reported with the tyres.

I also don't think the 148 miles, or how the car was used in that time, impacts my decision. That's because the MOT found that the tyres were legally roadworthy more than one month after that time.

### DPF

Mr H said the supplying dealer told him it would supply and fit a new DPF on 27 August 2025. This followed the independent inspection on 12 August 2025. But when he got there he said he was told the garage couldn't source a new DPF and would perform a deep clean of the existing DPF. Mr H said this was not acceptable. He said it was not a genuine attempt to resolve the issue, and a full replacement was the only solution. I disagree.

The independent engineer confirmed that the issue with the DPF was present at the time of supply. So I'm satisfied that this means the car wasn't of a satisfactory quality when supplied to Mr H. He said that he wants the DPF repaired. I agree that is the appropriate remedy under the CRA.

The independent engineer has confirmed that the DPF was blocked and required cleaning. He said "*Based on the soot content being at 269%, it is considered that the DPF will require removal and a physical clean*".

So based on that testimony I'm satisfied that removal and cleaning of the DPF was the appropriate remedy under the CRA. And I understand that was done, so I'm satisfied that the appropriate action was taken at that time.

However, Mr H informed me that the DPF warning light had reappeared on 11 November 2025. He shared this information with the finance broker, but not Redline. That is a new complaint, and one that Redline should ensure is properly progressed. I suggest that in particular it considers whether or not "*the single chance of repair*" under Section 24(5) of the CRA has already happened. But it doesn't change my opinion that I am persuaded that Redline treated Mr H fairly in this complaint.

#### Distress and Inconvenience

But I do think they could've dealt with this matter more efficiently. Mr H contacted them about faults with the car, including the DPF, in June 2025. They told him he needed to do longer drives to fix the issue.

As the fault arose in the first six months, the CRA says it is presumed to have been present at the time of sale. It was only after Mr H persevered that an independent inspection was arranged. This identified the fault, and a repair was done in August 2025. If Redline had acted appropriately the repair could have been done sooner, reducing the level of distress and inconvenience caused to him.

I think a total payment of £200 fairly reflects the distress and inconvenience caused to him by Redline supplying him with a car that was not of a satisfactory quality.

#### **Putting things right**

##### Distress & Inconvenience

For the reasons I've stated above Redline should pay Mr H £200 (that is £125 on top of the £75 they previously offered) in compensation to reflect the distress and inconvenience caused by being supplied with a car that wasn't of a satisfactory quality.

#### **My final decision**

For the reasons explained, I uphold Mr H's complaint about Toyota Financial Services (UK) PLC trading as Redline Financial Services and they are to follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 January 2026.

Gordon Ramsay  
**Ombudsman**