

The complaint

- Ms G is unhappy that a car supplied to her under a **hire purchase agreement** with Toyota Financial Services (UK) PLC trading as Redline Financial Services (Redline) was **not as described to her**.
- She's also unhappy that her **specific needs** were not addressed by the supplying dealer and Redline.

What happened

- In July 2025 Ms G was supplied with a used car through a **hire purchase agreement with Redline**. She paid a deposit of **£1,311.38** and the agreement was for **£21,684.92** over 49 months; with 48 monthly payments of **£312.98** and a final payment of **£5,350.50**. At the time of supply, the car was around four months old, and had done 10 miles.
- Ms G said that the car supplied to her was **not as described** and did not meet her requirements. She said she explained she needed a car with a **rear view camera, heated seats, and a heated steering wheel**. She said the supplying dealer led her to believe the car she was getting had all those features. But she was provided with a **basic model**.
- She said she was told the car was "*brand new pre-registered*" but the meaning of this wasn't fully explained to her.
- She said the supplying dealer told her the car could be charged using a 3-pin charger at home. She later learned that her home fuse box could not support this. She said this meant the car **was not fit for her purpose**.
- She said was entitled to **reject the car** under the Consumer Rights Act 2015 as she had done this within **30 days**.
- She said the options to exit her previous hire purchase **agreement weren't fully explained** to her. She said that she was only told she could buy a new car, or pay the **full balloon payment**.
- She also complained that **no reasonable adjustments** had been made after she had explained that she was **neurodivergent**. She says she wasn't provided with accessible, easy to understand communication.
- She was also unhappy that the **hire purchase agreement was not clearly explained** to her, and that **affordability checks** weren't suitably robust, particularly in light of her vulnerability.

Redline didn't uphold Ms G's complaint.

- They said the supplying dealer had acknowledged that it had **not made Redline aware** of Ms G's **neurodiversity**. Redline said they reviewed the lending decision and said knowledge of Ms G's neurodiversity would **not have prevented** the agreement from **being approved**.
- Regarding the agreement not being explained to her, Redline said that the credit agreement had been sent to Ms G by email for her to **review before signing**.
- Ms G was **unhappy** with this response, so she referred her complaint to our service for investigation.
- Our investigator said she had **not** seen anything to suggest that Redline or the dealer **acted unfairly** in any way. She said she there was no evidence to show that information about the car's features were incorrectly given to Ms G.
- She said that Redline said that the dealer had offered to fit a **reversing camera** at a reduced (cost) rate, and as a gesture of goodwill have offered to cover the cost to install aftermarket privacy glass.
- Ms G **didn't agree with the investigator**. She said the investigator's findings did not properly consider her vulnerability, the lack of reasonable adjustments, or key elements of fairness that led to a mis-sale.
- Because Ms G 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. Ms G 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.

Was Ms G misled about the features of the car?

- Ms G complains that she was given **false information** about the car's features. This misrepresentation relates to what she was told about the car by the supplying dealer before entering into his agreement, rather than Redline. In principle, I can consider a complaint about **antecedent negotiations** carried out by the supplying dealer

against Redline because section 56 of the Consumer Credit Act 1974 (the CCA) says that they can be held liable for antecedent negotiations by the supplier.

- Ms G said she **wasn't given a full description** of the features of the specific car that is the subject of this complaint. She said she wasn't given enough information to make an informed decision.
- Ms G said she was shown different versions of the car when she visited the showroom, and was also shown another version online whilst in the showroom. I think it more likely than not that each car would have had different features.
- She said she was told the car she opted for was a **"like for like" comparison** with her previous vehicle. She was changing from an older model to a newer, electric model. Car models and specifications change frequently, and in my experience, cars of the same model type may even have different features.
- So I'd expect a customer who required a **specific feature** or features to make this clear before they entered into a **contract to purchase the car**. I haven't seen anything in her testimony or the evidence that shows that Ms G made it clear to the supplying dealer that she **must have a rear camera and heated seats**.
- In her call to the dealer on 11 July 2025 she confirmed she wanted the **electric version** of the car the dealer had shown her online. She had the opportunity then to ask if the car had the features she was looking for. She made no mention of any **special requirements** in that call. So I can't say that the car was misrepresented to her.
- Ms G said her home fuse box could not **support charging of the car**. I can't hold Redline responsible for that.
- Ms G also complained that the meaning of the car being **pre-registered wasn't fully explained** to her. Ms G told our investigator that the dealer had told her the car was cheaper than the list price of the car because it was pre-registered. In her call to the dealer on 12 July 2025 Ms G asked about the pre-registration.
- So I'm **not persuaded** that Ms G was misled. She took the opportunity to ask questions, and the dealer answered her questions.

Was Ms G given information that was misleading?

- Ms G said she was given **misleading information** about the **balloon payment** on her existing agreement. She said she was told she would have to make the balloon payment to keep the old car. I **don't find that misleading** as that is generally one of the options on most PCP agreements.
- Ms G said she was given misleading information when she asked about rejecting the vehicle, and this resulted in her losing her 14-day cancellation right. As explained by our investigator, Ms G had a 14 day right to cancel only the hire purchase agreement. That cancellation right did not apply to the car. If she had cancelled the

credit agreement she would need to find other means to pay the dealer for the car as the 14 day cancellation did not apply to the purchase from the supplying dealer, only the hire purchase agreement with Redline.

- Overall, I'm **satisfied** that Redline has treated Ms G **fairly and reasonably**. I'm not persuaded that she was given misleading information about the car or the agreement.

The missing call evidence and unacknowledged witness

- I'd like to assure Ms G that I've carefully **considered all of the evidence**, including the witness statement, and her testimony about the missing calls. But I want to assure Ms G that I've reviewed everything on file. And if I haven't commented on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.
- I'm more persuaded by the evidence including the call recordings that have been provided, and I'm satisfied that I can make a reasonable decision based on that evidence. That is, that I'm **not satisfied Ms G was given incorrect information** about rejection.

Reasonable adjustments

- I agree with Ms G that **reasonable adjustments** should be put in place for customers, like her, **who are particularly vulnerable**. As she highlighted, that is also what the regulator expects.
- It's **disappointing** that the dealer **failed to supply the relevant information** to Redline. But I don't think that made a difference here. I say that for two reasons: the first is that the agreement was emailed to her at home, giving her time to consider it, and seek advice if she needed it. The second is that Redline have confirmed that it would have made the **same decision to lend** if it had been provided with the information about her disability.
- I'm also satisfied that she was **given sufficient information** to understand the car purchase. It's clear from the calls that have been provided that she took the opportunity to discuss any issues and concerns she had with the dealer, and it took time to respond. I've not seen any information that persuades me that she was unduly pressured.
- So **I don't think** Redline has treated her unfairly, even allowing for her neurodiversity.
- I'm very sorry to hear about the **significant emotional distress** and cognitive overload Ms G has described in making this complaint. But I haven't seen anything that persuades me she was unfairly treated. So I won't be asking Redline to do anything more to resolve this complaint.

My final decision

For the reasons explained, I don't uphold Ms G's complaint about Toyota Financial Services

(UK) PLC trading as Redline Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 31 December 2025.

Gordon Ramsay
Ombudsman