

The complaint

Mr J complains that a car he obtained through a hire purchase agreement with Toyota Financial Services (UK) PLC trading as Redline Financial ('Redline Financial') was misrepresented.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr J obtained a car in April 2025 financed through a hire purchase agreement with Redline Financial.

In June 2025 Mr J got in touch with Redline Financial and said at the time of sale he was told that the vehicle had one previous owner, but when he received the V5C document it showed there were two previous owners. To put things right he wanted Redline Financial to offer compensation, a reduced settlement figure or cancellation.

Redline Financial looked into the matter and issued its final response letter in September 2025 and didn't uphold the complaint. In short it said it wasn't present at the point of sale and therefore couldn't comment on conversations it wasn't privy to.

Our Investigator issued his opinion and didn't uphold the complaint. In summary he said there was no evidence to suggest Mr J was verbally told about the number of previous owners and given that Mr J had an opportunity to review the V5C document prior to entering the agreement, this information would've been readily available.

Mr J disagreed, in short, he maintained that he was given incorrect information and because of this the resale value of the vehicle would be negatively impacted.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr J, but I will explain my reasons below.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

The relevant law says, amongst other things, that the car should not have been misrepresented to Mr J. If it was, and if I thought Mr J would not have proceeded with the deal if he'd been aware of the true facts, then I would think Redline Financial was responsible and I'd ask it to take some action.

Section 56 of the CCA 1974 states that any negotiations conducted by the credit broker or supplier of goods are deemed to be conducted in the capacity of an agent of the creditor and that this includes all communications and representations made. This means that, in this case, any discussions, communication, or representations made by the supplying dealership in respect of the number of registered keepers were done so as an agent of Redline Financial, for which Redline Financial remain liable.

For a misrepresentation to be present there must (a) have been a false statement of fact, and (b) that false statement of fact must have induced, in this instance, Mr J to have financed the car with Redline Financial.

I've not seen any evidence of the discussions that took place between Mr J and the dealership when he chose the car he wanted. Mr J has provided screenshots of his phone records which he says confirm conversations took place at the point of acquiring the car and it was during these conversations the dealership confirmed the vehicle only had one registered keeper.

I've not been provided with a copy of these call recordings, but I don't doubt that conversations took place. Having said that, unfortunately I can't be certain about what was discussed during these calls.

I've also reviewed the advert for the sale of the vehicle, and I cannot see it specifies the number of previous owners. I appreciate the V5C document Mr J has provided does confirm there has in fact been two previous owners and I understand his concerns. But in my view if it was materially important to Mr J that the car had only one previous keeper, it was his responsibility to verify this before entering into the agreement.

This information is readily available to a buyer prior to purchase, for example he could've checked the vehicles history using widely available online vehicle history check services. I don't think this is an unreasonable precaution to suggest given that Mr J considers the number of previous owners to be an important factor in his decision.

In any event the fact that the vehicle has had two previous registered keepers rather than one doesn't automatically mean that its resale value will be negatively affected. Resale value is influenced by a range of factors including (but not limited to) mileage, service history and the overall condition of the car. A difference of one additional registered keeper by itself, is unlikely to result in any meaningful reduction in value.

I understand Mr J says he wasn't shown the V5C document prior to purchase, but the dealership said it was made available for viewing. There is no persuasive evidence confirming what actually happened. But as I said before if the number of previous owners was of material importance to Mr J it remained open to him to request to see the V5C or to verify this information by other means before entering into the agreement.

I appreciate this isn't the outcome Mr J wanted but on balance I'm not persuaded that a false statement of fact was made which would've induced Mr J into entering the agreement. So, I don't think the agreement was mis-sold.

In conclusion, I'm satisfied that Redline Financial has acted reasonably in all the circumstances, and I won't be directing it to take any further action.

My final decision

For the reasons explained, I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or

reject my decision before 20 March 2026.

Rajvinder Pnaiser
Ombudsman