

The complaint

Mr J complains that a car supplied to him on finance with Toyota Financial Services (UK) PLC trading as Redline Financial ('Redline Financial') was of unsatisfactory quality.

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 acquired a used car under a hire purchase agreement with Redline Financial in April 2025, the car was almost seven years old, and the cash price was £23,490. The car had done around 60,700 miles at the point of supply.

In October 2025 Mr J began experiencing problems with the car. Mr J said the engine management light (EML) had illuminated and took the car to an independent garage. Based on its findings the supplying dealership commissioned a further report as it required further detail. An independent inspection was carried out in November 2025 which confirmed there were faults with the vehicle.

Redline Financial issued its final response letter and didn't uphold the complaint. In short it said given that the independent engineer concluded that the fault wasn't developing at the point of sale it didn't think the car was of unsatisfactory quality.

Our Investigator looked into things and also didn't uphold the complaint. He said based on the information he had the faults were a result of wear and tear commensurate with the cars age, mileage and miles undertaken since inception.

Mr J disagreed, he disputed the findings of the report and maintained that the car was of unsatisfactory quality.

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.

I trust Mr J will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to set out my conclusions and reasons for reaching them.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't, I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right

outcome.

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 good industry practice at the time.

The hire purchase agreement entered into by Mr J is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. Redline Financial is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr J entered. Because Redline Financial supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr J's case the car was used and covered approximately 60,700 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car, Mr J had the car for around six months and had covered around 5,000 miles before it experienced faults causing the EML to illuminate. Both Mr J and the independent engineer confirm faults are present with the car. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a vehicle will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the faults which Mr J complains of now failed prematurely or was not reasonably durable given its age and mileage.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Redline Financial can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr J to show it was present when the car was supplied.

The supplying dealership arranged for an inspection to be carried out by an independent third party. I've seen a copy of the independent engineer's report for the inspection that took place on 3 November 2025. From the information I have, I'm satisfied the car would've travelled around 5,000 miles since supply.

The engineer said:

"In our opinion, there is a fault code relating to the EGR flow, along with thick soot in the exhaust tailpipe.

This indicates that the DPF monolith has fractured, and is allowing soot bypass, causing contamination of the exhaust system and low-pressure EGR filter, restricting flow.

This typically occurs due to soot loading of the DPF and insufficient usage, preventing correct regeneration. Other contributory factors can be the parameters not being correct for regeneration or incorrect oil grade.

As such, the vehicle will now require replacement of the DPF and EGR filter.

It is noted that the vehicle is remaining in use, which can prompt further damage. The vehicle should not be used in this condition.

Taking into consideration the time and mileage successfully elapsed since inception, we do not consider the defects to have been developing at that point.”

It concluded:

“We can conclude that the vehicle is displaying common symptoms of fracturing of the DPF monolith, resulting in soot bypass and subsequent blockage of the EGR filter, restricting flow.

The defect is not considered to have been developing at inception.”

I understand Mr J has raised concerns about the report and suggests it doesn't provide certainty, but I disagree. The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the car by a qualified motor technician. The findings are supported by clear mechanical reasoning and inspection results. The conclusions align with known failure patterns of DPF systems, lending further credibility to the findings. As such, I'm satisfied the report is reasonable to rely on. Given the contents of the report, in my view, the car was of satisfactory quality when supplied to Mr J.

A used vehicle is not expected to be fault free and normal wear and tear of components – especially emissions-related parts is fully anticipated. I've taken into consideration that the vehicle passed an MOT and was serviced about a month before Mr J acquired it, confirming that it met legal roadworthiness and emissions standards at that time. The fracture of the DPF monolith and the resulting soot bypass contamination of the exhaust system is in my view consistent with wear and tear, particularly with vehicles that have experienced regeneration cycles, high mileage or urban driving.

I've also taken into account that Mr J's car had travelled almost 65,600 miles in total by the time this problem happened. This isn't an insignificant amount of mileage and would lead me to doubt whether I could say for certain that the issues with the coolant system shouldn't have occurred at that time because of an underlying fault with it at the point of supply. And given that Mr J was able to travel around 5,000 miles, I'm persuaded an inherent fault would have presented itself much sooner.

I empathise with the situation Mr J is now left in, and I understand why this isn't the outcome he would've wanted. But for the reasons I've explained I won't be asking Redline Financial to take any further action in relation to this complaint.

My final decision

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 20 March 2026.

Rajvinder Pnaiser
Ombudsman