

## **The complaint**

Mr C complains about a car he acquired using a hire purchase agreement with N.I.I.B Group Limited trading as Northridge Finance ("Northridge"). He says the alloys on the wheels have oxidised and will negatively affect the car's value.

## **What happened**

In April 2023, Mr C entered into a hire purchase agreement with Northridge to acquire a used car. The car was two and a half years old, had a cash price of around £30,500 and had previously covered 27,600 miles. Mr C was required to make 48 monthly payments of around £510 with an optional final payment of just under £13,000 if he decided to buy the car at the end of the agreement.

Mr C complained to Northridge in March 2024. He said there was damage to the car's alloys at the point of supply and the dealership had agreed to repair this. However, their condition had since deteriorated and needed fixing or replacing. Mr C said the dealership hadn't agreed to do either of those things.

Northridge didn't uphold Mr C's complaint. They said the issue would have been apparent to him at the point of supply and quoted guidance from Citizen's Advice which set out that no remedy would be available to consumers when faults are identified and explained prior to supply and where such faults should have been noticed by them.

Mr C didn't agree and referred his complaint to our service. Our investigator didn't think that Northridge needed to do anything. He felt on balance that the dealership had refurbished the alloys prior to Mr C taking possession of the car and that he would have noticed if this hadn't been done. And he felt there wasn't anything wrong with the car when it was supplied to him.

Mr C said in response to our investigator that the dealership hadn't been able to send proof that they'd carried out any work to the alloys as they had promised, and it was reasonable to assume therefore that they hadn't.

As Mr C's complaint remains unresolved, it's been passed to me for a 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've summarised the events of this complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I want to assure Mr C and Northridge that I've reviewed everything on file. And if I don't comment 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.

Mr C used a regulated hire purchase agreement with Northridge to acquire the car that is the subject of this complaint. Our service can consider complaints relating to these sorts of

agreements.

As the supplier of the car, Northridge had an obligation to ensure it was of satisfactory quality – as set out in the Consumer Rights Act 2015 (CRA). Satisfactory quality is what a 'reasonable person' would expect, considering amongst other things the age and price of the car.

Section 9 of the CRA refers to satisfactory quality and notes that the quality of goods includes their state and condition. It goes on to list the following aspects, amongst others, of the quality of goods: (a) fitness for all the purposes for which goods of that kind are usually supplied; (b) appearance and finish; (c) freedom from minor defects; (d) safety; (e) durability.

It's reasonable in my view to note the car wasn't new and had travelled 27,500 miles at the time of supply. So, it wouldn't be reasonable to expect a used car like this to be in the same 'as new' showroom condition which it would have been in when first supplied. However, that doesn't mean that Northridge had no requirements in relation to satisfactory quality.

The requirements under the CRA are relevant to this complaint but I've also considered what was known about the car at the time of supply. Mr C says the dealership agreed there were issues with the alloys that needed rectifying, and said this would be put right before Mr C took possession of the car.

I've looked at all the photographs that Mr C sent to us showing the condition of the alloys. There certainly appears to be issues with the alloys. However, I can't on balance find that this has come about because the dealership failed to treat them as agreed prior to the supply. I would have preferred more certainly for me to conclude this, such as an independent report commenting on the condition, its cause and the likelihood of it being caused by the dealership not treating them as agreed or doing a poor job of that, rather than say known causes of oxidisation being a contributing factor such as damage caused to the car, harsh weather conditions, the presence of UV light or iron contamination.

It's relevant also in my view that the damage shown in the photos only seems to have become apparent several months after Mr C acquired the car so it could be argued that the issues would have become apparent much sooner had the alloys not been in the correct condition.

I have considered Mr C's point that the dealership hasn't sent evidence to show that they carried out any work to the alloys. But that in and of itself isn't persuasive enough to think on balance that they didn't do this. Something like a report explaining this would have been more persuasive to help Mr C's case.

Overall, I haven't been persuaded that the issues with alloys have resulted because the quality of the car was unsatisfactory when supplied or that this resulted from agreed work being carried out that wasn't then carried out correctly, or at all.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 11 July 2025.

Daniel Picken  
**Ombudsman**