

## The complaint

Mr T complains about a car supplied to him using a hire purchase agreement taken out with N.I.I.B. Group Limited trading as Northridge Finance ("Northridge").

## What happened

In March 2024, Mr T acquired a used car using a hire purchase agreement with Northridge. The car was under four years old, the cash price of the car recorded on the agreement was £28,289. 48 regular, monthly repayments of £437.46 were to be paid, followed by a final payment of £13,712, which included a £10 option to purchase fee. The advance payment recorded on the agreement was £2,500. The mileage recorded on the agreement for the car was 38,722 miles.

A copy of the advert for the car said:

*"Every effort has been made to ensure the accuracy of the information... However, errors may occur. Check with a salesperson about items which may affect your decision to purchase."*

The advert also said in its opening paragraph where various features of the car were highlighted:

*"...cruise control with brake and speed limiting function..."*

Later, under a section called "Safety Features", the advert said:

*"[name of feature] incl speed limiting and lane departure functions with auto steering, and front collision warning with brake intervention..."*

Mr T said that the car didn't have features that were advertised as being part of the car. Mr T described these as "lane assist and automatic steering" functions. Mr T said he took the car to the manufacturer's dealership who confirmed the car didn't have the features, nor could they be added retrospectively, as the car didn't have a front camera installed, which he said he was told would be required for the functions to operate. Mr T said he wouldn't have acquired the car if it was advertised correctly without the features.

Mr T complained to Northridge in April 2024, who issued their final response to Mr T in May 2024. They explained that they thought the car had all the features it should have had and that Mr T was told how to use those features.

Unhappy with Northridge's response, Mr T referred his complaint to our service.

Our investigator upheld the complaint. In summary, he thought that the car didn't come supplied with features that were advertised and that Mr T wouldn't have acquired the car had he known the car didn't have those features. The investigator went on to set out what he thought Northridge needed to do to put things right.

Mr T accepted our investigator's findings. Northridge didn't respond to the view our investigator issued.

As Northridge didn't respond, the complaint was passed to me to decide.

*I issued a provisional decision on 2 April 2025 where I explained why I didn't intend to uphold Mr T's complaint. In that decision I said:*

*"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 point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.*

*Mr T complains about a car supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr T's complaint about Northridge.*

*When considering what's fair and reasonable, I take into account relevant law, regulations and guidance. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This explains, in summary, that goods supplied must match the description given.*

*Section 56 of the Consumer Credit Act 1974 ("S56") is also relevant to this complaint. S56 explains that, under certain circumstances, a finance provider is liable for what was said by a credit broker or supplier before a credit agreement is entered into. I'm satisfied S56 applies here. So, I can consider what Mr T says he was told about the car and finance by the dealer before he entered into the contract.*

*What I need to consider here is whether the car didn't meet a description or was misrepresented to Mr T. A misrepresentation would have taken place if Mr T was told a 'false statement of fact' about the car, and this induced him into entering into the contract to acquire it when he otherwise would not have.*

*It's worth stating up front, that a misrepresentation would not have occurred if Mr T wasn't explicitly told about the features of the car. A false statement of fact would need to be made – so I'll consider if Mr T was told that the car did have the features Mr T thought it had. The same applies when considering if the car matched a description – the car would need to be described as having those features, rather than a description not being given, for this to be the case.*

*In reaching my findings, I have considered carefully the advert which has been supplied, as well as what both parties have said.*

*I have noted that the advert says that errors may occur in the accuracy of the information that was listed. While I accept errors can occur, I don't think this statement made should absolve Northridge of any responsibility if an error was made in information provided.*

*When Mr T complained to Northridge, he said the car advert stated, "...it came with lane assist and automatic steering", which, "... it has neither of."*

*The advert for the car said under a section called "Safety Features":*

*"[name of feature, which I will refer to as "feature AG"] incl speed limiting and lane departure functions with auto steering..."*

Mr T also supplied a specification sheet to show all the functions of the car, and it stated that the car came with feature AG.

No information has been supplied by either party to show what functions and/or limitations feature AG has. Due to the limited information provided, I performed a general search online to understand more about feature AG. Unfortunately, I couldn't find a specific feature list about it. However, from what I gathered, feature AG seems to be a safety feature that is found on some cars made by the manufacturer and it can be closely described to a collision prevention system.

Mr T supplied photos of the car's central display to Northridge, where it showed some sections of the car's menu system. The photos showed a "Collision Warning", and a "Pedestrian alert" option which was available in Mr T's car.

So, I think it is likely Mr T's car came supplied with feature AG, as described in the car's advert as well as which was listed on the specification sheet.

In making that finding, I was also mindful that Mr T strongly believed the car was advertised with "lane assist and automatic steering". And that the advert suggested feature AG included... "...lane departure functions with auto steering..."

One of the submissions Mr T provided to our service, was a letter he received from Northridge. Handwritten on the letter were notes Mr T made during a conversation he held with a third-party. The notes said:

"No Lane Assist or Automatic steering  
No Driver Assist pack (cannot be fitted)  
Has a collision detection camera but can not have any packs installed..."

From what Mr T has said, as well as the notes he had made, I think what Mr T was expecting was a feature closer to a driving aid, and more akin to active cruise control, where the car may be able to steer by itself to keep in lane, in certain conditions.

While I appreciate the advert says "...lane departure functions with auto steering...", I think what was described in the advert was more in line with a lane keep assist system, which is different to a driving aid like an active cruise control system. The former is a collision prevention safety aid, which activates if it detects a possible emergency; the latter is a driving aid which can be used to assist everyday driving in certain conditions.

Feature AG is also listed under "Safety Features" in the advert, and in other places, the advert says the car came with "cruise control", not active cruise control. It also doesn't mention that it came with any drive assist packs – or suggested they could be installed after the car was supplied.

I also can't see that the advert said the car came with a front facing camera which Mr T says is required for lane assist and automatic steering.

So, considering everything here, I'm not persuaded that Mr T was told a false statement of fact about the features of the car before entering into the agreement. It follows that I don't think the car was misrepresented to Mr T. And the same logic above can be applied as to why I'm satisfied the car supplied to Mr T was as described. So, I don't think Northridge did anything wrong."

Responses to the provisional decision

Northridge didn't respond before the deadline I set.

Mr T responded and among other things, provided videos to show in detail what functions the car had and explained what he expected the car to have had. Mr T also explained that there were other features, not related to safety, listed under the safety features in the advert.

### **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'm not persuaded to change my decision from the conclusion I reached in my provisional decision. And I'll explain why below.

Mr T has provided further detail to show the car had two features relating to a pedestrian alert and a collision warning system.

As I explained previously, from my general search online, feature AG seems to be similar or closely described to a collision prevention system. And from what Mr T has explained, I'm satisfied the features that are present with the car, can also be closely described as a collision prevention system.

Furthermore, I haven't been provided with any evidence to show that Mr T explicitly told the supplying dealership which features he required before he acquired the car. So, even if I was to conclude a false statement of fact was made, I don't think I would have reached the conclusion that it would have induced Mr T into taking out the agreement with Northridge. I say this because, if it had been important enough to be the sole reason Mr T acquired the car, then I think it would be reasonable to assume Mr T would have checked this feature before acquiring the car.

So, in summary, I don't think Northridge need to do anything to put things right.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require N.I.I.B. Group Limited trading as Northridge Finance to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 May 2025.

Ronesh Amin  
**Ombudsman**