DRN-5713154

Financial Ombudsman Service

The complaint

Miss O is unhappy that a car supplied to her under a hire purchase agreement with N.I.I.B. Group Limited trading as Northridge Finance (Northridge) was of unsatisfactory quality.

What happened

In January 2024 Miss O entered into a hire purchase agreement with Northridge for a used car.

Miss O says she received the vehicle on 7 January 2024 and since she was unable to inspect it prior to the agreement she conducted an inspection upon delivery. She discovered the passenger side window was not functioning. With the agreement of the supplying dealership two repair attempts were made but the issue persisted.

In June 2024 Miss O complained to Northridge and formally requested to reject the vehicle but it failed to provide her with a final response within the eight-week timeframe allowed. And so she referred her complaint to this service.

Our investigator looked into things, initially he didn't uphold the complaint because he was satisfied a repair had been carried out and the repair was successful. But Miss O provided some additional information and based on this our investigator was persuaded the initial repair had in fact failed. And he thought it was fair, amongst other things, Northridge accept rejection to put things right.

Northridge didn't tell us whether it accepted or rejected our investigator's findings so the complaint has been passed to me for a decision.

I issued a provisional decision on 9 July 2025, my findings from this decision were as follows:

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. Miss O was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Northridge are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also says that goods must conform to the contract within the first six months. Where a fault is identified within the first six months, it's assumed that the fault was present when the car was supplied, unless Northridge can show otherwise. But, where a fault is *identified after the first six months, typically it's for Miss O to show it was present when the car was supplied. So, if I thought the car was faulty when Miss O took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Northridge to put this right.*

I've seen messages exchanged between Miss O and the supplying dealership. These show Miss O first raised the issue about the faulty window on 7 January 2024, two days after she acquired it. The dealership confirmed it would support Miss O in arranging for repairs, as there was some distance between Miss O and the dealership, Miss O was able to take the car to a local garage. I've seen an invoice of these works undertaken in February 2024, it states 'supply and fit new p/s/f window regulator and motor'. The costs of these repairs were covered by the dealership. Unfortunately, the repairs didn't fix the problem, there were messages exchanged between Miss O and the dealership which confirm this. Based on what I've seen I'm satisfied repairs were carried out to the passenger window, but these repairs were unsuccessful.

Miss O booked in with a specialist, I have a copy of the invoice confirming the works were carried out. It also wrote to Miss O and said when looking into the issue with the front passenger window not working:

'… we stripped the front passenger door to carry out electrical tests and we believe the loom band within the door to be incorrect as the wiring diagrams which was supplied based on the vehicle VIN by OPUS IVS did not match what was on the vehicle so we was unable to progress with the job. When we was within the door we did see overspray within so the door itself may not be the original.'

Based on what I've seen, I'm satisfied there was a problem with the car when it was supplied to Miss O. I say this because in February 2024 the independent garage confirmed the repairs it carried out were unsuccessful. So, it's reasonable for me to conclude this repair didn't rectify the problem.

The first garage referred Miss O to a specialist. The findings as outlined above, confirm the loom band in the door was incorrect. In a car door, a wiring loom is a bundle of electrical wires that are protected by a sheath. These wires transmit electrical power and signals to various components within the door, such as power windows. I'm satisfied an incorrect loom is likely to be the cause of the window malfunction and as the fault occurred so soon after Miss O acquired the car, I'm persuaded it was present at the point of supply.

Taking all the above into consideration, I'm satisfied the car wasn't of a satisfactory quality when supplied. And, as the dealership have attempted to repair the faults on more than one occasion, Miss O should be allowed to reject the car.

Putting things right

So given the above I'm minded to direct Northridge to:

- *end the agreement with nothing further to pay;*
- *collect the car, at no cost to Miss O*
- *refund the deposit in full if one was paid;*
- *refund 10% of the monthly repayments for impaired use;*
- *refund Miss O's monthly repayments in full, from May 2024 to the date of settlement;*

- *upon proof of payment, reimburse Miss O for the cost of the second repairs;*

- *reimburse Miss O for the time the vehicle was in for repairs if she was left immobile;*

- *apply 8% simple yearly interest on the refunded amounts, calculated from the date Miss O made the payments to the date of the refund.*

Responses

I gave both parties two weeks to come back with any further information or evidence. Northridge didn't respond but Miss O replied and made further comments.

In summary she asked if she could be reimbursed for maintenance costs she's incurred as a result of not being able to reject the vehicle much sooner. She said she has paid for the annual service, along with the MOT. Miss O says she has also paid to have both the brake discs and pads replaced.

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 thought about what both parties have said, and I see no reason to deviate from my provisional findings - I'll explain why.

With regard to the costs incurred for the service and MOT, and replacement of brake discs and pads, it is important to clarify that these are standard maintenance requirements associated with vehicle ownership. These are routine aspects that any vehicle- regardless of make, model or condition would be expected to undergo within a given timeframe.

Additionally, brake pads and discs are generally classified as wear – and – tear components. They are designed to degrade over time with normal use and are therefore not typically something I would ask Northridge to reimburse.

As such, these are costs that Miss O would have been expected to bear whether she had retained this particular vehicle or had taken possession of a different one.

Northridge should put things right and do the following:

- end the agreement with nothing further to pay;

- collect the car, at no cost to Miss O

- refund the deposit in full if one was paid;

- refund 10% of the monthly repayments for impaired use (from inception – April 2024);

- refund Miss O's monthly repayments in full, from May 2024 to the date of settlement;

- upon proof of payment, reimburse Miss O for the cost of the second repairs.

- reimburse Miss O for the time the vehicle was in for repairs if she was left immobile;

- apply 8% simple yearly interest on the refunded amounts, calculated from the date Miss O made the payments to the date of the refund.

My final decision

For the reasons I’ve explained I uphold this complaint and direct N.I.I.B. Group Limited trading as Northridge Finance to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss O to accept or reject my decision before 21 August 2025.

Rajvinder Pnaiser
Ombudsman