

## **The complaint**

Mr P complains about the quality of a car supplied to him by N.I.I.B Group trading as Northridge Finance (“Northridge”).

## **What happened**

Mr P has been represented to bring this case to our service, but for simplicity, I will always refer to Mr P.

Mr P acquired a car in June 2024 through a hire purchase agreement with Northridge. Fairly quickly he had issues with it relating to the coolant tank and took it back to the supplying dealership. They first topped up the coolant, but he continued to have issues and took the car back again. After a delay when the wrong parts were ordered, Mr P was eventually given the car back, apparently repaired.

Mr P has told us that he still felt the car had problems but when he took it back again, the dealer couldn't find anything wrong. He complained to Northridge, and they issued a final response letter (FRL) IN August 2024 and didn't uphold his complaint. They didn't feel it was their fault that the dealer ordered the wrong parts.

Mr P had further problems in November 2024 with regards to coolant loss, and unhappy with no progress he brought his complaint to our service. An investigator here investigated the complaint and upheld it, saying that Mr P had been inconvenienced and initially said he should be compensated £150 for the distress and inconvenience and not have to make a payment for the period from June 2024 to July 2024 when the car was back with the dealer for repairs.

After further comments from Mr P's representative, the investigator updated their view to say that they felt that £250 for the distress and inconvenience was a fairer amount. Mr P said he'd paid £50 to repair the issue himself, so they confirmed that if he provided a receipt for this, Northridge should refund him this payment. After some confusion and delays, Mr P asked for an Ombudsman to make a final decision as he felt he should get more compensation for being supplied a faulty car. So, the case has come to me for that final 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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. Mr P 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 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 Northridge can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr P to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr P took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Northridge to put this right.

It's clear that the car had issues when it was supplied, and Mr P has given the supplying dealership the opportunity to repair it. This is fair and in line with the CRA and what we'd expect to see happen when a car isn't of satisfactory quality when supplied. I'm satisfied from the limited information provided that the car wasn't of satisfactory quality when supplied but has now been repaired.

The attempts to repair the car seem to have had limited success initially, but Mr P has it seems had the car repaired himself now and told us it cost him £50. I can't ask Northridge to pay for this unless he can produce a receipt however, as we've told him. He's said he can't find the receipt, but I will include this below so that if the receipt does turn up, Northridge should refund him for this.

I agree with the investigator that it would be fair for him not to have to pay his monthly payments in June and July, when the car was largely off the road being repaired. His representative has told us that he didn't make a payment during this period, so I'd expect Northridge to write off this money, and remove any adverse reporting for this period from his credit file.

Mr P has asked for this decision as he feels it's not fair that he was supplied with a faulty car, and it took several attempts for it to be repaired, eventually arranged by himself. I'm sorry that he wasn't supplied with a car of satisfactory quality, but glad to hear the car is now working fine. I can see that in the 12 months after supply Mr P was able to cover over 20,000 miles in the car, so I am satisfied it's now fine. I'm unclear what further compensation he wants, but as the investigator has explained, everything is covered that we've been made aware of.

I can't ask Northridge to refund him the £50 for repairs unless he provides evidence of this spend in the form of a receipt. I think that the £250 for the distress and inconvenience caused feels fair based on what we've been told happened, and I agree with the investigator

that it was fair to increase this to £250, but I don't think we've had any evidence to take this figure any higher.

And it's fair that while his car was off the road for repairs shortly after it was supplied, that he doesn't have to make any payments for that period. He's provided no further evidence of any costs or distress or inconvenience for us to consider, and as such, I'm satisfied that the investigator's outcome was fair and agree this is a fair resolution.

### **Putting things right**

I instruct Northridge to carry out the following to put things right here:

- If he can supply a receipt, refund Mr P for repairs carried out on the car at his cost (£50). Include 8% simple interest from the date of payment to the date of settlement.
- Write off required monthly payments for June and July 2024 and ensure this is reflected in Mr P's credit file.
- Pay an amount of £250 for the distress and inconvenience caused to Mr P from the supply of a faulty car.

### **My final decision**

I am upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 November 2025.

Paul Cronin  
**Ombudsman**