

The complaint

Mr G 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 car was faulty when supplied, the dealership failed to carry out agreed repairs and damaged the car further when it attempted to do so.

What happened

In September 2024, Mr G took out a hire purchase agreement with Northridge to acquire a used car. The car was three years old, had a cash price of £24,000 and had previously covered 10,779 miles. Mr G was required to make 48 monthly payments of £428.03 with an optional final payment of £12,025 if he decided to buy the car at the end of the agreement.

Mr G complained to Northridge in December 2024 because the car had a number of mechanical faults and the dealership had failed to repair these as agreed prior to its supply. Mr G also complained that the dealership damaged the steering wheel and that Northridge hadn't sent him a copy of his hire purchase agreement.

Northridge upheld Mr G's complaint. They said they accepted his complaint based on the issues with the car that had arisen and acknowledged that Mr G wasn't provided with a copy of his finance agreement. Northridge offered to pay Mr G £50 for the inconvenience he'd been caused but declined to offer a payment greater than this because the dealership had scheduled to repair the car at no cost to Mr G and had provided him with a courtesy car.

Mr G remained unhappy and referred his complaint to our service. Our investigator didn't think Northridge needed to do anything further. Mr G disagreed and so his 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.

I'm aware 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 G and Northridge that I've reviewed everything in 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 G 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 important in my view to note the car wasn't new had travelled just under 11,000 miles at the time of supply. So, it wouldn't be reasonable to expect a used car like this to be in the same condition it would have been in when first manufacturer and 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 G says the dealership agreed there were issues with the car that needed rectifying and said this would be put right before he took possession of it.

I've seen a copy of a job card completed by the dealership from February 2025. This sets out that the dealership replaced the car's boot liner, replaced the seat writing loom and switch because the driver's side seat base wasn't retracting properly at the sides, and that they replaced and repainted the offside front door cap for the door lock as well as repairing the steering wheel.

Mr G says the dealership agreed to rectify certain issues with the car before he took possession of it, and it seems more likely than not in my view that the work the dealership carried out in February 2025 was what they had agreed to put right as a condition of Mr G agreeing to acquiring the car. This work was carried out around five months after Mr G acquired the car, so I think this work was delayed for quite some time. It does seem though that Mr G was able to use the car during this time, as the mileage reading for the car was 15,020. However, it seems to me that Mr G was caused inconvenience by this delay.

Northridge feels the car was repaired successfully at this time, having spoken to the dealership after Mr G complained. Mr G disputes this. He's provided a copy of a report he obtained from a garage which says that:

'When plugging the AUTEL machine into the vehicle it came up with a series of faults which I have attached.....we also noticed a number of other things not up to standard with the car including the door cap being the wrong colour and the paint peeling, the door edges are chipped, the bumper is scuffed, the leather steering wheel is damaged and poorly repaired, the seat holsters are not working properly as they will not release and both front tyres are low on tread'.

I've considered this report alongside the diagnostic report that was completed by the same garage. The diagnostic report listed several items that had been flagged, covering all the electrical components of the car. However, as our investigator mentioned, the diagnostic report showed fault codes that are indicators that something may need further attention, but don't themselves prove that a fault still exists or that any earlier attempted repair failed. And I'm not persuaded that the report Mr G obtained from the garage is sufficiently detailed; rather it reads like a summary and conclusion of issues with the car. I would have liked more certainty on what failed, why it failed, why any attempted repairs were poor and why certain things were 'not up to standard' (which is in my view is too open to interpretation and not contextualised).

Overall, I haven't seen sufficient evidence that the car hasn't been repaired as agreed and that there are outstanding issues with the car that render it of unsatisfactory quality. That includes the photographic evidence provided by Mr G.

I've also considered that Mr G wasn't provided with a copy of his finance agreement. Northridge accepts this didn't happen, and should have, which is part of the reason why it offered Mr G compensation in its final response to his complaint. I appreciate this would have been frustrating for Mr G. But I don't think this has led to any detriment bearing in mind my finding about the quality of the car. And I gather Mr G has now been provided with a copy of this agreement.

Having carefully considered the matter, I find that Northridge's offer of £50 was a fair and reasonable way of settling this complaint. So, I won't be asking them to do anything further.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 February 2026.

Daniel Picken
Ombudsman