

The complaint

Miss F complains that a car acquired under a hire purchase agreement with N.I.I.B. Group Limited trading as Northridge Finance (“Northridge”) wasn’t of satisfactory quality when it was supplied to her.

What happened

Both parties are familiar with the background of this complaint so I will only summarise what happened briefly here.

In October 2023, Miss F entered into an agreement to acquire a used car through a dealership (E). She part-exchanged her previous car and had a deposit of £9,673 once her existing finance agreement had been settled. The purchase balance was provided by Northridge under a hire purchase agreement. The car was over two years old and had covered approximately 15,200 miles when the agreement started. The agreement was for 60 months, with 59 monthly repayments of £291.19 and a final payment of £301.19. The cash price of the car was £23,550.

Miss F has said that, very soon after taking delivery of the car she started to experience problems with it, and it went back to E on several occasions. However, the only information she can provide about those visits is a replacement fuse for the rear wiper in January 2024.

Miss F had to have the battery replaced in September 2024 and she said she continued to notice faults with the car. She contacted our service in November 2024, and we raised a complaint with Northridge on her behalf. Northridge had been unaware of any problems with the car up to this point.

Miss F had provided information from a garage showing that there were potential faults with the flywheel and clutch bearing and had provided a confirmation of works that needed to be completed which totalled approximately £2,550. Northridge tried to get Miss F and E to work together to assess if any of the repairs could be completed under warranty, but this proved to be unsuccessful, so Northridge issued their final response to Miss F’s complaint. They said that she hadn’t shown evidence to confirm any faults seen with the car had been present or developing when it was supplied to her, so they couldn’t assist with any repair costs. They provided Miss F with some information about independent inspection companies if she wanted to provide additional evidence.

Miss F brought her complaint back to our service. Our investigator didn’t uphold it. She said that the evidence Miss F and Northridge had provided didn’t confirm any faults had been present or developing at the point the car had been supplied to Miss F, so Northridge didn’t need to take any additional action.

Miss F didn’t accept this. She maintained that the faults had been present very soon after delivery, and she didn’t think the car had been durable as she’d had to have the battery replaced within a year.

As Miss F didn’t agree, the 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.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice.

Both parties have provided a lot of information here. I'd like to reassure them that I've read and considered everything that's been sent, although I haven't commented on it all within this decision. I will be focussing on what I consider to be the key points of this complaint. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

I think it's worth starting by explaining that I'm only looking at Northridge's responsibility here as the finance provider for the car. Miss F has voiced concerns about E and has been engaged in a lot of conversation with them post-sale – but at that time E weren't acting as agents of Northridge, and Northridge can't be held responsible for anything E have said or done (or haven't done) post-sale.

As the hire purchase agreement entered by Miss F is a regulated consumer credit agreement this service is able to consider complaints relating to it. Northridge are also the supplier of the goods under this type of agreement and are responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) also covers agreements like the one Miss F entered. Because Northridge supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as, amongst other things, the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Miss F's case, the car was used and had covered approximately 15,200 miles when she acquired it. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

Our investigator has explained that she's satisfied that the car was of satisfactory quality when it was supplied to Miss F. Or rather, that Miss F hasn't demonstrated that the faults seen with the car were present or developing at the point the car was supplied to her. I agree in this case. I'm not persuaded the evidence provided by Miss F confirms the car had faults that were present or developing at the point of supply, or that the car hasn't been sufficiently durable. I'll explain why.

The CRA explains that where goods are found not to have conformed to the contract within the first six months, it is presumed the goods did not conform to the contract at the point of supply. Unless the supplier, Northridge in this case, can prove otherwise. Miss F brought the problems with the car to Northridge's attention in November 2024, more than a year after being supplied with it. So, it was for her to show any faults would have been present or developing at the point of supply.

Typically, this would be in the form of an independent inspection report, confirming the faults and when they had occurred. However, Miss F has only supplied a report from a third-party garage, dated November 2024, which confirms there are potential faults with the flywheel and upper timing cover. What this doesn't confirm is the reason for any potential fault, or when the garage think it occurred. So, I'm not persuaded this report confirms the faults were present or developing when the car was supplied to Miss F, therefore making the car of unsatisfactory quality. Northridge also provided details of independent inspection companies to Miss F in their final response to her complaint, but she hasn't taken any action on this.

Miss F has also shown that a fuse in the rear wiper had to be replaced in January 2024, and she's also needed to have replacement tyres and brake pads, as well as having a broken bracket on her front headlight that hasn't been repaired. However, those issues are wear and tear issues, and there isn't anything provided to suggest they were failing, or already needed replacing, when the car was supplied to Miss F.

Similarly, Miss F had to replace the battery in September 2024, and she feels this is a sign that the car hasn't been durable. But there are many reasons why a battery might start to develop faults. Miss F had covered approximately 7,000 miles in the car when she needed to replace the battery, and it had covered approximately 22,500 miles in total when the battery was replaced. Without any evidence to confirm why the battery failed, and when it had started failing, I can't conclude any fault with it was present or developing at the point of supply, or it hasn't been durable. Miss F has also provided a vehicle health check carried out in January 2024, which confirmed the health of the battery had been checked and it was confirmed to be in good condition. Considering all the evidence, I'm satisfied the battery fault wasn't present or developing when the car was supplied to Miss F.

Miss F has also said that having had the car detailed in May 2025, it was noticed that there was some 'masking' visible on the paintwork, suggesting previous repair work had been undertaken. She has also confirmed that a Hire Purchase Investigation (HPI) check confirmed no previous reportable accident damage for the car. I haven't seen anything to show that E should have been aware that the car might have had some previous repair work completed prior to Miss F acquiring the car, and I'm satisfied that any work that might have been completed has brought the car back into conformity. I also have to consider that Miss F had had the car for approximately eighteen months when she had the detailing done and had covered over 10,000 miles in the car. There is no evidence to confirm when any repair work had been completed, if any at all has been.

When I consider all the evidence I've been provided with, along with the fact Miss F had been in possession of the car for over a year before Northridge were made aware of any faults with it, I'm not persuaded the faults reported in November 2024 which now need repairing were present or developing at the point the car was supplied to Miss F. Because of that, I'm satisfied Northridge have treated Miss F reasonably by not offering any further assistance in this case.

I know this decision will come as a disappointment to Miss F, and it's clearly been a difficult time for her. She has a car that needs significant work at cost to make it roadworthy. But I can only conclude Northridge are responsible for that if I am persuaded the evidence shows the faults were present or developing when the car was supplied to Miss F, or that it has failed prematurely. I'm not persuaded that the evidence in this case supports that, so I won't be asking Northridge to do anything further here.

I'd like to remind Miss F that she's able to reject this decision if she feels she can achieve a better outcome by alternative means, such as through the courts.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 19 May 2026.

Kevin Parmenter
Ombudsman