

The complaint

Mr B complains that a car that was supplied to him under a hire purchase agreement with N.I.I.B. Group Limited, trading as Northridge Finance, wasn't of satisfactory quality.

What happened

A used car was supplied to Mr B under a hire purchase agreement with Northridge Finance that he electronically signed in February 2025. The price of the car was £20,499, Mr B made an advance payment of £381 and the agreement included protection products that cost £957. Mr B agreed to make 48 monthly payments of £411.40 and a final payment of £9,775 to Northridge Finance.

Mr B complained to Northridge Finance about issues with the car in July 2025 and said that he wanted to reject the car. Northridge Finance didn't accept his rejection of the car, so Mr B referred his complaint to this service. The dealer inspected the car in January 2026 and Mr B's complaint was then looked at by one of this service's investigator. Having considered everything, he didn't recommend that Mr B's complaint should be upheld as he thought that the car was of satisfactory quality when Northridge Finance supplied it to Mr B.

Mr B doesn't agree with the investigator's recommendation and has requested that his complaint is referred to an ombudsman for a final decision. He's provided a detailed response to the investigator's recommendation and says, in summary, that: the obligation is on Northridge Finance and the dealer to demonstrate that the faults weren't present at the point of sale; he's provided evidence from another garage about the significant repair work on the car that's consistent with accident damage; he's provided video evidence which demonstrates the brake lights remaining on and the car failing to lock properly; no independent inspection has been commissioned by Northridge Finance to challenge his evidence; and the issues identified go beyond what could reasonably be considered acceptable given the age, mileage, and price of the car.

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.

Northridge Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr B. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr B was first registered in March 2022, so was about three years old, the hire purchase agreement records its mileage as 56,013 miles and the price of the car was £20,499. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

The car was supplied to Mr B in March 2025, but there was a problem with a wheel hub which was repaired by the dealer and it reimbursed a monthly payment under the hire purchase agreement to him as compensation for that issue. Mr B complained to Northridge

Finance in July 2025 about a persistent braking defect where the brakes intermittently fail to release when parked, intermittent charging failures and an unresolved squeaking wheel. He then complained to Northridge Finance in September 2025 about poor repairs to the car consistent with a front-end collision. He provided a report from a car body repair specialist which says: “... the whole front end has been re-sprayed very badly. The paint is dull and lifting, and this is possible due to a front end collision”.

The car was inspected by the dealer in January 2026 and it said:

“We have been unable to diagnose the sticking brake lights. The car has locked and unlocked multiple times and no issues. There is no fault with the brakes/wheels being noisy as per the customers initial complaint. This was fixed, we also reimbursed the customer a full monthly payment at £500. The car has fully charged, no battery drainage and holds charge. The customer reported "intermittent charging issues" we have been unable to fault this. The customer noted an issue with the paintwork; there is nothing suggesting the car has been in an accident. We have no warranty on paintwork. There is nothing further we can provide on this”.

Mr B then said that he assumed that the best next step was to arrange an independent inspection of the car and the investigator provided him with some information about what would be required for an independent inspection report. In response to the investigator’s recommendation, Mr B has provided further supporting evidence from a dealer who had looked at images of the car provided to it by Mr B and has confirmed: visible orange peel paint defects and a missing front badge which it says are indicators consistent with prior collision and substandard repair.

Mr B hasn’t provided a report from an independent inspection of the car about the issues with it and hasn’t provided any evidence from a garage or qualified mechanic to show that there are issues with the car’s brakes, charging or wheels. The car passed an MOT test, with no advisories, in February 2026. The car’s mileage was recorded at the time of the MOT test as 71,278 miles, so in less than a year since the car was supplied to Mr B, it had been driven for more than 15,000 miles.

I’ve carefully considered all that Mr B has said and provided about his complaint, including his detailed response to the investigator’s recommendation. Mr B didn’t complain to Northridge Finance about any issues with the car’s paintwork until more than six months after the car was supplied to him, so I consider that it’s for him to show that the paintwork was damaged before the car was supplied to him and that that caused the car not to have been of satisfactory quality. He hasn’t done so and I’m not persuaded that there’s enough evidence to show that the car had been in a collision before it was supplied to Mr B or that any such collision caused the car not to have been of satisfactory quality at that time. Nor am I persuaded that there were any issues with the car, that haven’t been resolved, and which caused it not to have been of satisfactory quality when it was supplied to Mr B or that Mr B was induced into entering into the hire purchase agreement by a misrepresentation about the car that was made to him by the dealer.

I appreciate that my decision will be disappointing for Mr B, but I find that it wouldn’t be fair or reasonable in these circumstances for me to require Northridge Finance to allow Mr B to reject the car or to take any other action in response to his complaint.

My final decision

My decision is that I don’t uphold Mr B’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or

reject my decision before 19 May 2026.

Jarrold Hastings
Ombudsman