

The complaint

Mr T complains that a used car he acquired through a hire purchase agreement financed by BMW Financial Services (GB) Limited trading as Alpheria Financial Services ('Alpheria') is of unsatisfactory quality.

What happened

In May 2022 Mr T took out a hire purchase agreement to cover the cost of a used car. The car cost £43,049. It was just under five years old, and the invoice shows it had around 34,088 miles on the odometer. Mr T made an advance payment of £6,099. The terms of the agreement required him to make 47 monthly payments of £611.41 followed by an optional final repayment of £18,357.64.

In March 2023 Mr T was stopped by the police. He said he was told the window tint didn't conform to legal requirements and he was fined £50. Mr T initially contacted the supplying dealership ('R') to complain about the window tints. He also said the powder coating on the wheels had started to flake off and he was quoted £85 per wheel to refurbish them.

R accepted the car had been sold with the tints applied but said they didn't realise they were too dark (and thus didn't conform to legal standards). R agreed to refund Mr T the £50 fine. They looked at the photos of the car's wheels and said it appeared to be caused by stone chipping rather than the powder coating flaking off. But as a gesture of goodwill R offered to pay 50% towards the wheels (£170) for a total refund of £220. They also paid Mr T £200 for a valet.

Mr T said he'd spoken to one of R's managers who'd said they'd pay for a re-tint of the windows, but despite several chasers this didn't happen. Unhappy with the lack of progress Mr T contacted Alpheria in late September 2023. He said there were problems with illegal window tints as well as the wheels being unsafe at the point of supply. He added that he was advised during a service that it was possible the car had been chipped. To resolve his complaint Mr T said he wanted to reject the car.

Alpheria investigated and upheld Mr T's complaint in part. They noted that R had already refunded the police fine and contributed to the cost of refurbishing the wheels. Alpheria thought the window tints were aesthetic and likely influenced Mr T's buying decision. And so, Alpheria offered to cover the cost of re-tinting the windows. But they didn't think the problems Mr T had complained about warranted a rejection of the car.

Mr T referred his complaint to our service, where one of our investigators looked into what had happened. She concluded that the car had been of satisfactory quality at the point of supply. Our investigator said it was reasonable for Alpheria to pay for a re-tint of the windows, alongside £150 to compensate for the distress and inconvenience caused to Mr T.

She thought the problem with the wheels was due to reasonable wear and tear, bearing in mind the age and the mileage the car had done. Finally, the investigator didn't think we could consider the concerns Mr T raised about the car being chipped as Alpheria hadn't had a chance to investigate this.

Alphera agreed to pay Mr T £150 but said it wasn't prepared to pay for the re-tint. As no agreement could be reached the complaint was passed to an ombudsman to consider the complaint – and it came to me.

I thought we could consider what Mr T said about the car being chipped, as he'd raised it with Alphera when he first complained. Our investigator got in touch with Mr T, who said he didn't wish to pursue that complaint point.

I also asked Alphera to explain their reasoning for no longer agreeing to pay for the re-tint. Alphera responded and said it appeared that there'd been a misunderstanding and confirmed they were willing to pay for the re-tints.

I then issued a provisional decision on 12 February 2025. In that I said:

"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 think the complaint should be upheld in part.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Alphera here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage, and description. And, as it's of particular relevance here, it also includes the car's roadworthiness.

When Mr T contacted R about the window tints, he also raised concerns about the alloy wheels. He said the car wasn't roadworthy at the time of supply – and so he should be allowed to reject it.

Alloy wheels

Mr T said the powder coating on the alloy wheels had started to flake off. He told R that he'd been quoted £340 (£85 per wheel) to fix the issue, and R agreed to contribute £170 as a gesture of goodwill. From what I've seen it appears R paid this in April 2023 along with the £50 for the fine.

In July 2023 Mr T got in touch with R again, saying that he'd had the wheels repaired but it had cost him just under £1,000 to do so. He provided the invoice from the garage who undertook the repairs. This states:

"Alloys could not be restored to original factory condition due to heavy damage incorrectly removed, TPMS stems over tightened and incorrectly sealed with tyre seal, New valves required."

I've considered this carefully. Mr T took the car to a garage expecting the wheels to be refurbished after he noticed some chipping. It appears that as the refurbishment was underway the garage realised that refurbishment to factory standard wasn't a viable option because of damage to the wheels. And they noted that the valves on the tyres needed replacing.

So, there are two issues here. There was a problem with the valves on the tyres. An

overtightened TPMS valve can cause distortion and leaks, leading to flat tyres. This is a safety issue that needed addressing and so I don't think it was unreasonable for Mr T to go ahead with the repairs. I haven't seen evidence to suggest Mr T replaced the tyres since he'd taken delivery of the car. So, I'm minded to say that the overtightened TPMS valves were present at the time of supply. The invoice I've seen shows Mr T paid £100 for the replacement valves, and I'm inclined to say Alphera should reimburse Mr T for this.

Mr T's complaint was about the alloy wheels rather than the tyres. The garage said the wheels were too damaged to be refurbished to factory standard. Given how long Mr T had the car in his possession before any damage became apparent, I'm not currently persuaded the wheels were of unsatisfactory quality at the point of supply. It appears likely the damage materialised some time after he took possession of the car.

Mr T said it appeared the damage was caused by an angle grinder, and this was spray-painted over. While I accept that could be a possibility, I haven't seen anything to persuade me that was most likely the case. The photos Mr T provided of the wheels don't demonstrate that is the most likely reason for the damage. If Mr T can provide additional evidence about the condition of the alloy wheels I'll consider this further. But based on what I've seen so far, I'm not minded to say that Alphera need to do more here.

Window tints

Mr T said he was stopped and fined by the police because the window tints were too dark. I haven't seen the penalty notice issued by the police, although it appears Mr T sent it to R. And there doesn't seem to be a dispute that Mr T received a fine and that the tints were the reasons for that fine. I'm also satisfied that R gave Mr T £50 to cover the fine, and so I don't intend to ask Alphera to pay this again.

It's not in dispute that the tints were on the car when it was supplied. I've seen R's description of the car when they advertised it for sale in 2022, and this lists the window tints.

Mr T said he thought the tints would be legal because the car had passed an MOT at the dealership. Overall, I'm satisfied the tints were on the car when supplied. And because they weren't road legal that made the car not of a satisfactory quality.

Mr T said he should be allowed to reject the car because he was supplied with a car that wasn't of satisfactory quality. Mr T said he was able to remove the window tints after he was stopped by the police. That rectified the issue, and so I don't think that rejection is a proportionate remedy here. I think that the window tints likely played a part in Mr T's decision to buy the car and so Alphera's offer to pay for the reapplication of the tints to legal standard is reasonable."

Alphera accepted my provisional decision. Mr T responded and said the paint on the wheels was flaking and this showed they hadn't been painted or powder-coated correctly. He felt the paintwork warranty on the car should extend to the wheels. Mr T also suggested that the award for distress and inconvenience should be increased to £500.

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, my findings remain the same as those set out above.

Based on what I've seen I'm persuaded Alphera supplied Mr T with a car that wasn't of satisfactory quality at the time of supply. Mr T no longer has the short-term right to reject. And I haven't seen anything here that persuades me that Mr T should now be allowed to reject the car. He was able to drive the car trouble-free for around ten months. The issue with the window tint was resolved roadside after being stopped by police. And, based on what I've seen, the repairs Mr T instructed in July 2023 fixed the tyre valves. I haven't seen enough evidence to show that the alloy wheel damage was likely present at the time of supply. Overall, I think Alphera should pay for the window re-tint and reimburse Mr T £100 for the replacement valves.

In his response to my provisional decision Mr T said the paint on the wheels was flaking and said the warranty should cover this. I can see from the dealer's invoice that Mr T purchased a three-year used car warranty, but I haven't seen anything to suggest that Alphera provides the warranty. Mr T may wish to contact the warranty provider about a potential claim under the warranty if he hasn't already done so.

Turning to the award for distress and inconvenience. Mr T said the illegal window tints would have invalidated his insurance if he'd caused an accident and would have put him in a difficult position had anything happened. I can appreciate that Mr T finds it distressing to think about the possible consequences of causing an accident in a car that wasn't deemed roadworthy at the time. But when considering awards for distress and inconvenience I must focus on what actually happened, rather than hypothetical issues.

Mr T didn't cause an accident and he didn't have problems with his insurance. He was stopped and fined by the police, and the matter was resolved by removing the window tints roadside. I remain satisfied that £150 is fair compensation for what's happened.

Finally, Mr T mentioned in his response that the cost of re-applying the window tint had increased. My decision directs Alphera to cover the cost of the re-tint rather than quantifying that cost, which would cover any increase Mr T might see in renewed quotes. I should add here that Alphera said they'd prefer a manufacturer garage to undertake the re-tint because they specialise in the brand of car – but ultimately, it's Mr T's choice. However, Alphera may request an invoice for the re-tint before reimbursing Mr T.

Putting things right

Alphera should do the following to resolve the complaint:

- refund Mr T £100 for the replacement valves,*
- pay for the re-tint of the windows to legal standards, and
- pay Mr T £150 for the trouble and upset caused.

* Alphera should pay 8% simple yearly interest on these amounts from the date of payment until the date of settlement. If Alphera considers that they're required by HM Revenue & Customs to deduct income tax from that interest, they should tell Mr T how much they've taken off. They should also give Mr T a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

I uphold Mr T's complaint and direct BMW Financial Services (GB) Limited trading as Alphera Financial Services to take the steps outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 March 2025.

Anja Gill
Ombudsman