

The complaint

Mr M complains that a car that was supplied to him under a hire purchase agreement with BMW Financial Services (GB) Limited, trading as Alphera Financial Services, wasn't of satisfactory quality.

What happened

A used car was supplied to Mr M under a hire purchase agreement with Alphera Financial Services that he signed in March 2024. The price of the car was £17,837, Mr M made an advance payment of £250 and he agreed to make 60 monthly payments of £377.06 to Alphera Financial Services. Mr M says that the car had a problem with a shake from the wheels from when it was supplied to him. He says that he had the wheels balanced and realigned but the problem continued so he complained to the dealer but it couldn't find a fault.

Mr M complained to Alphera Financial Services about the shaking and other issues with the car in August 2024. It said that as no issues had been identified following the inspection by the dealer, without evidence provided by Mr M, it was unable to uphold his complaint. Mr M took the car to a tyre specialist in September 2024 and it said that the wheels were buckled and advised that they should be replaced.

Mr M complained to this service about the shaking issue in November 2024. His complaint was looked at by one of this service's investigators who, having considered everything, didn't think that Alphera Financial Services had acted fairly. He didn't think that the car was of satisfactory quality at the point of supply and he recommended that Alphera Financial Services should: arrange for and cover the cost of the repairs to the car; pay a refund of 20% of the payments to cover the impaired use of the car; refund Mr M £90 for the September 2024 inspection; pay interest on the refunded amounts; pay £250 for any distress or inconvenience that's been caused; and remove any adverse information from Mr M's credit file in relation to the agreement. Mr M provided invoices for the wheel balancing and alignment in March and April 2024 and the investigator recommended that Alphera Financial Services should also refund those costs to Mr M.

Alphera Financial Services didn't accept the investigator's recommendation so I've been asked to issue a decision on this complaint. It has provided a detailed response to the investigator's recommendation and says, in summary and amongst other things, that:

- the dealer took the car in for a few days to complete an inspection on the main wheel shaking issue but was unable to find an issue;
- the invoices for balancing and alignment are from March and April 2024 but the letter stating that work needs to be done is from September 2024, six months later, and there's no reference to buckled wheels in March or April 2024;
- before the car was supplied to Mr M all four tyres were replaced (and wouldn't have been balanced if the wheels were buckled) and an MOT test was carried out with no advisories and a buckled wheel would have been a safety issue and a test failure;
- the car had completed 9,822 miles from the MOT test to the dealer inspecting it in

July 2024, Mr M's employment includes working on building sites and it's extremely difficult to conclude that the wheels were buckled from the point of supply; and

- the car did 10,000 miles in the first few months of ownership and approximately 30,000 miles between MOT tests which is way above average and it's to be expected that cars experience wear and tear.

Mr M says that he's had to use the spare wheel but it's previously been used a lot, the tyre is worn down to the wire and has a tear in it, the inside of the rim is damaged and the inside of the tyre is worn out, showing that the car has had alignment issues,

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.

Alphera Financial Services, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr M. 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 M was first registered in April 2018 so was nearly six years old, it passed an MOT test in March 2024 when its mileage was recorded as 65,393 miles and the price of the car was £17,837. 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.

Mr M says that the car had a problem with a shake from the wheels from when it was supplied to him. He paid £40.80 for the wheels to be balanced twice in March 2024 and again in April 2024 and he then paid £120 for the wheels to be aligned in April 2024. I don't consider it to be likely that he'd have paid for that work unless there was an issue with the car's wheels.

He complained to the dealer about the shake from the wheels and it had the car for a few days to complete an inspection but was unable to find an issue so Mr M complained to Alphera Financial Services in August 2024. It said that as no issues had been identified following the inspection by the dealer, without evidence provided by Mr M, it was unable to uphold his complaint.

Mr M took the car to a tyre specialist in September 2024 and it provided a letter which said:

"This vehicle has been presented to us ...with a vibration whilst driving. We removed and inspected all the wheels and checked the balance of all four wheels. Once on the balancer the wheels will balance to zero zero but we found that all four wheels are showing buckles on the alloy. The most noticeable being the two rear wheels with the O/S/R being the worst of all four. To test if this would be the issue we removed 4 wheels from one of the staffs vehicles and fitted them to the car for a road test, this removed the vibration completely. Once the wheels were re-fitted the vibration returned. In conclusion we advise replacement of all four wheels".

I consider it to be likely that Mr M obtained that letter at that time because Alphera Financial Services had said that without evidence from him it was unable to uphold his complaint. Mr M has continued to use the car and says that he's continued to have issues with the wheels shaking which has impaired his use of the car. Mr M uses the car for his work and drives a high mileage. He says that he uses the car to drive to and from building sites but that the site rules don't allow him to drive the car on building sites. The car passed an MOT

test in February 2025 when its mileage was recorded as 96,652 miles, so in twelve months the car had been driven for more than 30,000 miles.

In complaints such as this one, where the evidence is incomplete, inconclusive or contradictory, I have to make my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances. I've carefully considered all that Alphera Financial Services has said and provided, and in particular its response to the investigator's recommendation, but I consider it to be more likely than not that there was an issue with the car's wheels when it was supplied to Mr M in March 2024. I consider that the issue with the wheels caused the car not to have been of satisfactory quality at that time and I find that it would be fair and reasonable in these circumstances for Alphera Financial Services to take the actions described below.

Mr M described in June 2025 issues with the car's spare wheel when he had to use it. His complaint to this service was about the shaking from the car's wheels and didn't refer to the spare wheel so I'm unable to consider any complaint about the spare wheel in this decision.

Putting things right

I find that it would be fair and reasonable for Alphera Financial Services to arrange and pay for the car's alloy wheels to be replaced by a garage or tyre specialist chosen by Mr M. Mr M has described the effects of the car shaking and his concern about having to continue to use the car with buckled wheels. The dealer and Alphera Financial Services had the opportunity to replace the car's wheels within six months of the car being supplied to Mr M but didn't do so and Mr M has had to continue using the car. The investigator recommended that Alphera Financial Services should refund to Mr M 20% of the monthly payments under the hire purchase agreement, with interest, to cover the impaired use of the car, and I find that to be fair and reasonable.

Mr M has paid a total of £332.40 for wheel balancing, alignment and inspection. I find that it would be fair and reasonable for Alphera Financial Services to reimburse him for those costs, with interest. These events will have caused distress and inconvenience for Mr M. I find that it would also be fair and reasonable for Alphera Financial Services to pay £250 to Mr M to compensate him for that distress and inconvenience.

The investigator said that Alphera Financial Services should remove any adverse information from Mr M's credit file in relation to the agreement. I've seen no evidence to show that Alphera Financial Services has reported any adverse information about the hire purchase agreement to the credit reference agencies but, if it has done so, I agree that it should ensure that the information is removed from Mr M's credit file.

My final decision

My decision is that I uphold Mr M's complaint and order BMW Financial Services (GB) Limited, trading as Alphera Financial Services, to:

1. Arrange and pay for the car's alloy wheels to be replaced.
2. Refund to Mr M 20% of the monthly payments that he's made under the hire purchase agreement for the period until the car is returned to him after the wheels have been replaced.
3. Pay £332.40 to Mr M to reimburse for the cost of the wheel balancing, alignment and inspection.

4. Pay interest on the amounts at 2 and 3 above at an annual rate of 8% simple from the date of each payment to the date of settlement.
5. Pay £250 to Mr M to compensate him for the distress and inconvenience that he's been caused.
6. Ensure that any adverse information about the hire purchase agreement that it's reported to the credit reference agencies is removed from Mr M's credit file.

HM Revenue & Customs requires Alphera Financial Services to deduct tax from the interest payment referred to at 4 above. Alphera Financial Services must give Mr M a certificate showing how much tax it's deducted if he asks it for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 October 2025.

Jarrold Hastings
Ombudsman