

The complaint

Mr T complains that a car acquired under a hire purchase agreement with BMW Financial Services (GB) Limited trading as ALPHERA Financial Services (Alphera) wasn't of satisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr T acquired a used car in April 2024; the car was around seven years old and had covered approximately 76,000 miles.

He says a couple of weeks after he acquired the car the car broke down and he had to have the suspension repaired; this was covered under warranty. Some months later the clutch failed, and Mr T recovered the car to a local garage who quoted the cost of repair to be in excess of £2000.

Mr T complained and Alphera issued its final response in January 2025, in short it didn't uphold the complaint and said it didn't think the issues Mr T now complains of were present or developing at the point of supply.

Our Investigator reached the same outcome; in summary she said given that Mr T was able to cover 9000 miles since the point of supply she couldn't say the car was of unsatisfactory quality when supplied.

As an agreement couldn't be reached 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.

Having done so, I've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr T, but I will explain my reasons below.

The hire purchase agreement entered by Mr T is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. Alphera is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr T entered. Because Alphera 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 the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes the general state and condition, and

other things such as its 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 Mr T's case the car was used and covered approximately 76,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that the clutch required replacing around seven months after Mr T took possession of the car, and after he had travelled around 9000 miles in the car. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the clutch in Mr T's car failed prematurely or was not reasonably durable given its age and mileage.

A clutch can fail for numerous different reasons and there are many factors which can accelerate wear, but it's widely accepted that an average lifespan is around 60,000 – 100,000 miles. Therefore, given that the clutch in this car has failed at around 85,000 miles, I can't reasonably conclude the car wasn't reasonably durable or wasn't of satisfactory quality when Mr T acquired it.

It seems it would be reasonably expected that the clutch might require replacement on a car of this age and mileage. While I can understand it is disappointing to Mr T that this happened on the car he acquired, I can't fairly hold Alphera responsible for covering the costs of repair.

My final decision

My final decision is that I don't uphold this complaint.

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

Rajvinder Pnaiser
Ombudsman