

The complaint

Miss K complains that a car supplied with finance from BMW Financial Services (GB) Limited trading as Alphera Financial Services (BMWFS) wasn't of satisfactory quality.

What happened

In October 2024 Miss K was supplied with a car and entered into a hire purchase agreement with BMWFS. The agreement was for a term of 60 months with monthly repayments of £372.83. The cash price of the car was £17,285 and the mileage at the point of supply was around 18,370.

Within a few weeks of getting the car Miss K experienced issues with the door and window jamming.

Miss K complained to BMWFS. They investigated and issued a final response on 11 February 2025 in which they upheld the complaint and offered £100 for the delay in dealing with the complaint. BMWFS acknowledged that the faults would've been present or developing at the point of supply but said the faults didn't make the car of unsatisfactory quality as it was fit for purpose. BMWFS also offered to contribute £200 towards any necessary repairs to the door.

Miss K remained unhappy and brought her complaint to this service.

Our investigator upheld the complaint. He said he was satisfied that there was a fault with the car which were present or developing at the point of supply which made the car of unsatisfactory quality. The investigator said that Miss K had asserted her short term right to reject within the first 30 days and that she should now be allowed to reject the car. The investigator also said BMWFS should pay compensation of £100 to Miss K for the distress and inconvenience caused to her as a result of being supplied with a car which wasn't of satisfactory quality.

BMWFS asked to review the evidence provided by Miss K to this service but didn't respond further to the investigator's opinion, so I've been asked to review the complaint.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes the general condition and other things including fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

I would expect a second-hand car – such as the one supplied to Miss K – to have a degree

of wear and tear and to require repairs more often than a brand-new car. So in order to uphold this complaint I would need to be satisfied that there was a fault with the car which was present or developing at the point of supply which made it of unsatisfactory quality, rather than a fault which arose due to general wear and tear commensurate with the age and mileage of the car.

Under the relevant legislation, where a fault arises within the first 30 days which renders the car of unsatisfactory quality, the consumer has a short term right to reject. Where the fault arises within the first 6 months, it's presumed that the fault was present or developing at the point of supply unless the business can show otherwise. After 6 months the burden of proof is reversed and it's up to the consumer to show that the car wasn't of satisfactory quality at the point of supply.

I've reviewed all the available evidence about the issue which Miss K experienced with the car door. Based on what I've seen, I'm satisfied that there was a fault with the car. This is established by the finding of the Scotia report dated January 2025 which concludes that the car has been the subject of previous poor quality repairs and the nearside doors are misaligned, the nearside front door sticks and the nearside window judders due to misalignment. The Scotia report states that the issues would've been present at the point of supply.

I've also reviewed the estimate provided by Auto Surgery which confirms that the nearside door is misaligned. In addition, I've reviewed a report from the Mercedes garage which notes faults with the car doors and windows and mentions poor accident repairs.

I've gone on to consider whether the car was of satisfactory quality when it was supplied to Miss K. Having regard to all the circumstances – the age and mileage of the car and the price paid – I'm not persuaded that the car was of satisfactory quality. BMWFS doesn't dispute that the faults with the doors and windows were present at the point of supply. It says that these faults don't render the car of unsatisfactory quality because the car can still be driven and is roadworthy.

I disagree with this analysis. The Scotia report states that the car has been the subject of previous repairs which don't meet the required manufacturer standards. The Mercedes report also states that there have been poor quality repairs. Whilst I appreciate that the Scotia report states that the car is roadworthy, I'm not persuaded that the car is of satisfactory quality, because the issues with the misalignment could develop into a more serious issue. There is already evidence to suggest that the window judders and the door doesn't open correctly, which might present safety concerns in the event of needing to exit the car in an accident or emergency.

Based on what I've seen I don't think the car was of satisfactory quality when it was supplied to Miss K. BMWFS should take steps to put things right.

Putting things right

In this case, I can see that Miss K asserted her short term right to reject. Miss K should now be allowed to reject the car pursuant to that request.

Miss K has been able to drive the car, and she accepts that she's had fair usage. I think it's fair that Miss K pays to reflect this usage, so I won't be asking BMWFS to refund the monthly rentals that Miss K has paid so far.

Miss K has told this service that the issues with the car have caused her distress and inconvenience. She's been trying to get things resolved for several months which at the

same time studying for exams, which caused her extra stress. I think it's fair to ask BMWFS to pay a further £100 compensation to Miss K to reflect this.

My final decision

My final decision is that I uphold the complaint. BMW Financial Services GB Limited trading as Alphera Financial Services must:

End the agreement with nothing further to pay

Arrange for the car to be collected at no cost to Miss K

Pay a further £100 to Miss K for distress and inconvenience

Remove any adverse information from Miss K's credit file in relation to this agreement

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 19 August 2025.

Emma Davy
Ombudsman