

## **The complaint**

Mr B complains about a vehicle he acquired through a hire purchase agreement financed by BMW Financial Services (GB) Limited trading as Alphera Financial Services (BMW).

## **What happened**

In April 2022 Mr B acquired a used car through a hire purchase agreement. The car was around a year old and had travelled about 9,000 miles at the time of supply.

Mr B said the diesel particulate filter (DPF) needed replacing around a year after he acquired the car, and this was completed under warranty. The DPF needed replacing again around a year later, and this was eventually covered under an extended warranty that Mr B had purchased when acquiring the car.

Mr B said he was told during the second repair that the issue would occur again, as the car wasn't being driven enough to clear the DPF, and it wouldn't be covered under a warranty next time.

Mr B said the engine management light (EML) came on again around a year after the second repair, and so he complained to BMW about the car. Mr B said it'd been mis sold to him, because he told the salesperson that the car would be used only for short journeys, and it wasn't fit for this purpose. Mr B said he'd taken an agreement that only allowed 6,000 miles a year to be driven in the car, and he'd told the salesperson that the car would be used to take his children to and from school, and for his wife to commute a short distance to work.

BMW sent Mr B their final response to his complaint in May 2025. They said they didn't think the fault was present or developing when the car was sold to Mr B, and so they didn't uphold his complaint.

BMW sent Mr B another final response to his complaint in July 2025. They said there was no evidence the car had been mis sold to him, they didn't think there was evidence that the car wouldn't work correctly if it was only driven 6,000 miles a year.

Unhappy with this response, Mr B brought his complaint to this service for investigation. Our investigator gave their view that there was no evidence that the car was mis sold to Mr B, and it was of satisfactory quality when it was supplied to him, and so they didn't ask BMW to do anything more.

Mr B didn't agree. He said, in summary, that the car wasn't fit for purpose and couldn't be used in line with the mileage allowance on the agreement without developing a fault.

As an agreement cant be reached, the case has been passed to me for a decision.

## **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.

Firstly, I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. BMW as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that the “quality of the goods is satisfactory”

To be considered “satisfactory” the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and other relevant factors. Those factors, in the case of a car purchase, will include things like the age and mileage of the car at the time of sale, and the car's history. The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

Mr B acquired a diesel car with a DPF. The DPF traps particulate matter from the exhaust gases. When it becomes clogged, regeneration occurs to burn off the trapped soot. This can occur passively, that is when the car is driven at a high enough speed for a long enough distance to allow the exhaust temperature to be high enough to burn the soot. Or it can occur actively, that is usually when the cars control unit will inject extra fuel to raise the exhaust temperature. Problems can occur with active regeneration, for example, if the journey is too short to allow the process to complete fully.

Mr B has said that the car wasn't fit for purpose, as he'd told the salesman how he intended to drive the car, and had later been told that the fault with the DPF would continue to happen because of the way the car was being driven.

BMW have said the agreement set out that Mr B would have an annual mileage allowance of 6,000 miles, and Mr B signed to accept this.

It's not now possible to say exactly what was discussed between Mr B and the salesperson at the time he acquired the car. And where evidence is incomplete, inconsistent or contradictory, I reach my view on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

I've seen evidence that Mr B traded in a diesel car when acquiring this one. So, I'm satisfied he had some experience in driving a diesel car, and so I don't think that the fact that the car Mr B wanted to acquire was a diesel should've led the salesperson to think it wasn't suitable for him.

The agreement Mr B entered allowed him to travel 6,000 miles a year. Mr B has said this was the lowest mileage allowance he could get, and there's a suggestion that this was a cost exercise – the car wouldn't be used much, and so there was no need to pay an increased monthly cost for more miles. Whilst I accept that this made it evident that Mr B didn't intend to travel further than the 6,000 miles, I don't think this should've led the salesperson to think the car wasn't suitable for Mr B. The 6,000 miles could've been driven in any combination of trips of varying distances with ample opportunity for regeneration of the DPF to take place either passively or actively.

Mr B said he told the salesperson the car would only complete very short journeys, for his children to go to school and for his wife to travel a short distance to work. I've thought carefully about this, but I don't think this should've led the salesperson to think the car wasn't suitable for Mr B. It was still possible that the car would be taken on longer journeys occasionally, or that it would've been driven far enough, often enough, for passive or active regeneration of the DPF to take place.

Mr B has said that he was told during the second repair what the problem with the DPF regeneration was, and that when the amber EML came on for a third time, he knew he'd eventually need another costly repair, and his wife was driving the car simply waiting for the light to go red. So, I must consider that the warning light has given Mr B advance notice of a possible problem with the DPF, and there's an opportunity to take the car for a longer run to clear the DPF.

All things considered, I'm satisfied that the car was of satisfactory quality at the time it was supplied to Mr B, that is that it was fit for purpose.

I've thought about whether the car was misrepresented to Mr B. To be satisfied the car had been misrepresented to Mr B, I'd need to be satisfied that there was a false statement of fact, and that false statement had led Mr B to enter into an agreement that he wouldn't otherwise have entered.

Mr B said he was told that the car would be perfect for driving short distances around the town. I haven't seen any evidence of an advert or other information that Mr B relied on before acquiring the car.

As I've set out above, just because a car has a DPF, it doesn't mean it's not suited to shorter journeys. Using a diesel car with a DPF in this way can be practical, depending on whether regeneration can take place. Mr B said he had no problems with a previous diesel car, which highlights that they can be used in this way without issue.

All things considered, I'm satisfied there was no false statement of fact, and so the car wasn't misrepresented to Mr B.

For completeness, I've considered whether the fault itself that Mr B is experiencing made the car of unsatisfactory quality when it was supplied to him. It's not in dispute that the issues with the DPF have occurred because of how the car has been driven, rather than being an inherent defect or durability issue with the car. So, I'm satisfied that the car was of satisfactory quality when it was supplied to Mr B.

### **My final decision**

For the reasons set out above, 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 B to accept or reject my decision before 30 December 2025.

Zoe Merriman  
**Ombudsman**