

The complaint

Mr K complains that BMW FINANCIAL SERVICES (GB) LIMITED trading as Alpera Financial Services (“Alpera”) refused his request to reject a faulty car.

What happened

In August 2023 Mr K acquired a second hand car at a cost of £12,000 funded by a hire purchase agreement with Alpera. The car was over four years old and had covered 69,875 miles.

In October 2023 Mr K had to replace a tyre and in November 2023 the brake pads had to be replaced. He complained to the dealer, but got no response and it subsequently went into liquidation. In March 2024 the wet belt had to be replaced at a cost of £1,189.43. He spent a further £619.25 in February 2025 to address a fault with the oil air separator and to have the car serviced. By February 2025 when the car passed its MOT it had covered 95,144 miles.

On 1 April 2025 Mr K complained to Alpera and said the car had recently failed to start and he wasn't prepared to spend any more money on it. He said he wanted to reject the car and to have his costs reimbursed. Alpera said that the onus was on Mr K to show that the faults were present at the point of sale. It noted the mileage the car had covered since the point of sale and said the faults Mr K had outlined were wear and tear items. It said if Mr K could provide evidence that proves the faults were present at the point of sale it would be able to address his request.

Mr K pushed back against this response and then brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. He accepted there were faults with the car, but didn't believe there was sufficient evidence to show that the faults detailed by Mr K were not due to wear and tear. Mr K didn't agree. He said the rear brakes were worn down to the metal after he had done less than 4,000 miles and the dealer's 300 point inspection had said the front brakes had been replaced recently. He added that he had complained to the dealer within weeks of taking delivery of the car and there had been a pattern of faults which showed the car wasn't of satisfactory quality. The car had cost a significant sum and now wasn't usable which had caused great stress.

More recently Mr K sought a voluntary termination of his agreement but Alpera required the car to be running before it would accept this. Mr K said this was contradictory of Alpera since it had argued the issues Mr K faced were due to wear and tear and so it should accept the car back as it is.

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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr K that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

I have every sympathy with Mr K but I do not consider I can uphold this complaint. I will explain why.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Mr K entered a credit agreement for a vehicle and it turns out something he was told about the agreement by the credit broker, which induced him into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

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 things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr K was second hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

It is clear Mr K had issues from early on with the tyre needing to be replaced and the rear brakes needing replacing. However, both these items are ones which need to be replaced over time due to wear and tear. The MOT carried out shortly before Mr K acquired the car showed that the tyres were close to the legal limit and the rear brakes were worn. The car had done almost 70,000 miles at that point and so it is not unusual for these items to need to be replaced. I do not consider these to be inherent faults which rendered the car to be of unsatisfactory quality.

The wet belt is also an item which requires replacement over time. I gather these are expected to last between seven and ten years and between 60,000 and 100,000 miles. Mr K's car was some eight years old and had covered some 79,000 miles at the point of repair. I can only conclude that was a routine matter and not an inherent fault.

The oil air separator is a part which needs to be replaced and I gather this usually occurs between 60,000 and 100,000 miles. The work was carried out on Mr K's car in conjunction with a service and when the car had covered some 95,000 miles. Again, I cannot say that this is evidence of an inherent fault or that the car was of unsatisfactory quality when Mr K acquired it.

Earlier this year Mr K said that the car stopped running and he has chosen not to get it repaired. So we do not know what has caused this. I have noted an exchange between Mr K and a friend which suggests the battery may be at fault. However, without any proper inspection of the car it is impossible to determine why the car isn't running. But after some 20 months and over 25,000 miles it would appear unlikely that this failure was due to an

issue which was present at the point of sale.

In conclusion, I can appreciate Mr K's disappointment with the issues he has had to address, but the repairs he has had to undertake are most likely the result of wear and tear on an older car which has covered a significant number of miles. I cannot say what the cause of the car's more recent failure to start might be but Mr K has not established it was present at the point of sale.

I would add that I have not considered the recent complaint raised by Mr K about Alphera's refusal to accept voluntary termination as it has not yet been considered yet by Alphera. If Mr K remains dissatisfied with Alphera's response on that matter he can make a separate complaint to this service. I would expect Alphera to respond to Mr K addressing his new complaint as soon as possible.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 4 December 2025.

Ivor Graham
Ombudsman