

The complaint

Mr M complains about the quality of a car supplied to him by BMW FINANCIAL SERVICES (GB) LIMITED trading as ALPHERA Financial Services (“BMW”).

What happened

Mr M acquired a used car through a hire purchase agreement with BMW in November 2023. The car was approximately five and a half years old and had covered approaching 40,000 miles when supplied.

Mr M took the car for a service in November 2024, and when it was inspected, it was noted that the engine had an oil leak and sounded noisy, which Mr M was told should be monitored.

The vehicle was returned to the garage in May 2025 for an oil top up, and again later that month when some parts were replaced due to the oil leak. The following month, June 2025, the car was taken to a different garage due to a knocking noise, and it was identified there was a lot of cranking pressure, and the mechanic said they felt the engine was starting to fail and would need replacing.

Mr M raised a complaint with BMW, and they issued their final response letter (FRL) in July 2025 and didn't uphold the complaint. They said there was no evidence any faults were present or developing when the car was supplied, so they didn't accept responsibility.

Unhappy with this, Mr M brought his complaint to our service. An investigator here investigated and didn't uphold the complaint. They explained that they had seen no evidence that any faults were present or developing at the point of supply, and whilst they felt that the engine might have failed prematurely, this was most likely due to a lack of servicing over its lifetime which meant the parts had not lasted as long as they might have done if the car had been properly maintained. This meant they couldn't agree that the car hadn't proven durable.

Mr M didn't agree with this and asked for an Ombudsman to make a final decision. He said that the gap in servicing had occurred before he owned the car which wasn't disclosed to him, and he had serviced it in line with expectations. He said that it wasn't reasonable for a car engine to fail after he'd only covered 12,000 miles, and 18 months of ownership, and there was no conclusive evidence of him misusing or neglecting the car. He felt that under the Consumer Rights Act 2015, the car wasn't of satisfactory quality when it had only lasted 12,000 miles in his ownership, and the supplier should be liable.

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 the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete

or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr M was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, BMW are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless BMW can show otherwise. But where a fault is identified after the first six months, the CRA implies that it's for Mr M to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr M took possession of it, or that the car wasn't sufficiently durable, and this made the car not of satisfactory quality, it'd be fair and reasonable to ask BMW to put this right.

I have empathy for the situation Mr M has found himself in here, but my role is to ensure a fair application of the relevant law to decide his case. As described above, I either need to be persuaded that the faults were present or developing at the point of sale, or that the car hasn't proven reasonably durable. I will deal with each of these issues in turn.

With regards to faults being present or developing at the point of sale, I can't agree that this has been proven. Mr M says they must have been and highlights the likelihood that the gaps in the car's service history show the issue was developing when the car was supplied. I'm afraid I don't agree with this argument. There is no evidence of any faults being present or developing when the car was supplied, and I've seen no evidence of any issues with the car in the 12 months after it was supplied to Mr M until he took it to be serviced.

When he took the car for a service after 12 months, there seems to have been something potentially developing, but nothing further has been done in the following six months, the car has been driven for another 4,000 miles, until eventually things have got worse and Mr M has been told the engine is beginning to fail. I empathise with this, but there's no evidence that the faults which have presented after 18 months of his ownership were present or developing when the car was supplied.

Moving onto durability, this isn't quite so clear an argument. As the Investigator said, we'd expect to see an engine when maintained properly to last for 100,000 miles or similar. But the key factors here are age, so the age of the engine, and how well it's been maintained. These are both factors that are available to Mr M when he chose to acquire the car.

The car was around seven years old when the engine has failed, so while mileage is fairly low at approaching 52,000 miles, the engine was seven years old, which makes the durability argument difficult to uphold for, especially 18 months after the car was supplied.

But as the Investigator and I think Mr M have concluded, I believe the key issue here is the service history/maintenance of the vehicle. Mr M has said this history wasn't supplied to him when he acquired the car, but it falls on anyone acquiring a car to decide whether to do so based on the things they can reasonably find out about the car, and this information was available if he'd asked for it.

When I look at the service history, the first service was due at 24 months or 21,000 miles, whichever comes first. This appears to have happened slightly late, maybe at 25 months in June 2020, but after only 12,700 miles. This wouldn't cause me significant concern.

But the next service was due by May 2022 or by 48,000 miles, whichever comes first. Something appears to have been carried out in November 2023, so 18 months overdue, but also it wasn't an official manufacturer service. An invoice has been provided, but it appears to just be perhaps the supplying dealership and says that an "Interim Service" was carried out. This doesn't appear on the service record for the car, so I think it's fair to say, this didn't meet the requirements of the manufacturer recommended service.

The next manufacturer approved service to take place was therefore only the second official service, due at four years in May 2022, but this took place under Mr M's ownership in November 2024, when the car was over six and a half years old. So, in its first six years, the car had only had one proper approved service.

An argument can be made that for this car, the two-year servicing interval is quite a long gap between maintenance, and Mr M has highlighted this, and other cars failing despite having a full-service history. If his car had been correctly serviced at the right intervals, I'd agree with Mr M that it wasn't of satisfactory quality and wasn't durable. However, when the servicing has happened so infrequently, well outside of the recommended intervals, I'm persuaded that this will have significantly impacted on the durability of the car.

Mr M has argued that this lack of servicing wasn't during his ownership, so he shouldn't be responsible, but I'm afraid I don't agree with the argument. As the Investigator here said to him, the service record of the car was available when he chose to acquire it. A car like this with missing service history is always likely to see parts wear out sooner, and that's exactly what seems to have happened here. After around seven years, important engine parts have begun to wear out, and this is most likely due to the lack of maintenance over its lifespan.

The service history was available to Mr M when he chose to acquire the car, and as such, I can't say that the car hasn't proven durable, because I'd expect the parts to wear out much sooner when the engine hasn't been maintained well enough, which is the case here as evidenced by the service history.

Mr M has argued that the car was of unsatisfactory quality at the point of supply under the CRA because of the service history. I don't agree with this argument. A car can be sold with no service history, and it falls upon the buyer to decide if they are prepared to pay the price for a car when this is the case, considering the reduced durability it may suffer due to this.

This unfortunately is part of the process of deciding whether to acquire a used car, and I obviously can't say that a car with missing service history can't be sold. I'm sorry if he didn't check the service history when acquiring the car, but the CRA says to apply a "reasonable person" test when considering satisfactory quality, and in these circumstances, I'm persuaded that the "reasonable person" would mean someone expects more issues to occur sooner for a car with a service history similar to this car.

Mr M has highlighted information about this car and engine, and that it can be vulnerable to oil dilution and piston wear if servicing has been delayed. He feels this shows that the

service gap before his ownership means the car was of unsatisfactory quality when supplied. I'm afraid this is the kind of research that should be done by a consumer before acquiring a car, so that they can determine whether the price being asked is fair based on expected lifespan and potential wear of the engine. As I've said, the service history was available prior to him entering the agreement to acquire the car, so I can't say this makes it of unsatisfactory quality.

I can't say whether the engine may have been more easily repairable if further investigations had been carried out at the service in November 2024, when Mr M says he was told to monitor it. But I'm afraid that when its apparently failed, 18 months after the car was supplied to him, I can't say that this makes it of unsatisfactory quality under the CRA. On this basis, I can't find BMW liable here and won't be asking them to do anything more.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 March 2026.

Paul Cronin
Ombudsman