

## The complaint

Mr R complains about the quality of a car that was supplied through a motor finance agreement with BMW FINANCIAL SERVICES (GB) LIMITED trading as ALPHERA Financial Services (BMWFS).

## What happened

In October 2023, Mr R acquired a used car through a hire purchase agreement with BMWFS. The car was about four years old and had travelled 33,413 miles when it was supplied. The cash price of the car was £9,000. An advanced payment of £1,500 is listed. So, the total amount financed on the agreement was £7,500 payable over 48 monthly repayments of £146.29 followed by a final optional repayment of £3,225.

Mr R complained that he experienced repeated AdBlue faults during his ownership of the car. The first fault in February 2024 was repaired under a third-party warranty. A second fault occurred in October 2024, which Mr R paid to repair. In April 2025, the car broke down again. Mr R believes the repeated issues over 18 months mean the car wasn't fit for purpose, so he wants to return it and have the finance agreement written off.

In May 2025, BMWFS issued their final response which they didn't uphold. In summary it said besides the invoice showing the AdBlue injector was cleaned in February 2024, there's been no further evidence of the current issues. It noted the car passed an MOT prior to supply as well as the subsequent MOT. It concluded, based on the information provided they didn't agree that the issues were present or developing at the point of sale.

Unhappy with their decision, Mr R brought his complaint to our service where it was passed to one of our Investigators to look into.

Mr R said he had no access to a vehicle and has experienced distress and anxiety when he did use it. He also provided screen prints of email correspondence he had with the dealership or broker in February 2024, reporting the issue of the AdBlue system and requesting to reject the car.

In August 2025, our Investigator issued their view which upheld Mr R's complaint. In summary, the Investigator concluded that as the problems occurred within the first six months it was likely they were present and developing at the point of supply. The Investigator recommended that BMWFS facilitate a rejection of the car.

Mr R accepted this recommendation however BMWFS didn't.

In October 2025, a second Investigator reviewed the complaint and issued a second view. The Investigator recommended that the complaint should not be upheld. In summary the investigator concluded there was no evidence to show a fault existed with the car and so considered the repairs that were carried out in February 2024 were successful.

Mr R didn't accept the investigators recommendation and responded to say that the issues occurred in the first six months, so it was BMWFS' responsibility to put things right. However,

as the Investigator's view remained unchanged the complaint has been referred to an ombudsman for a final 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr R complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr R's complaint about BMWFS. BMWFS is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

My starting point is that BMWFS supplied Mr R with a used vehicle that had travelled around 33,500 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new car with lower mileage; and that there may be signs of wear and tear due to its usage which may impact its overall quality and reliability, so there'd be an increased likelihood of unforeseen problems surfacing sooner than in a new vehicle.

From the information provided I'm satisfied there was a fault with the car's AdBlue system. This is apparent from the invoice dated in February 2024 which shows the AdBlue tank was replaced. I think it's unlikely the tank would be replaced unless it was faulty. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

In their final response BWFS said they'd only seen evidence that the AdBlue injectors were cleaned. So, they didn't consider the vehicle was not of satisfactory quality based on that evidence.

However, Mr R provided two invoices dated 16 and 17 February 2024, from the same garage. The invoice dated 17 February 2024, advised that the AdBlue injector was cleaned,

there was a regeneration and the system was reinitialised. I think it's likely that BMWFS were referring to this invoice in their final response as it doesn't specify a fault exists, rather that the system was cleaned and regenerated. However, the second invoice details that the AdBlue tank was replaced. Although the Invoice does not specify the root cause, I'm satisfied that it's likely to have been faulty given it was a professional garage which carried out the works, and I think it's unlikely they would have done so if it wasn't required.

So having considered the AdBlue tank was faulty within the first six months from the point of supply, and after Mr R had travelled just over 1,000 miles in it, I'm persuaded the vehicle wasn't of satisfactory quality when it was supplied to him.

Under the CRA if goods are not of satisfactory quality they do not conform to the contract. Section 19 of the CRA sets out certain remedies available to the consumer for goods that do not conform. One of those remedies is the right to a repair.

The Invoice dated 16 February 2024, shows a repair was carried out and Mr R has confirmed the cost was covered by the warranty. So, I've considered that Mr R had the issue repaired.

Mr R has since told us that the system is still faulty along with a sensor. He supplied a garage invoice dated in October 2024 which stated an MOT was carried out, the AdBlue light was on, and the system filled, recalibrated and tested.

The invoice demonstrates the AdBlue system was attended to by the garage, but it doesn't confirm or suggest that a fault exists with it. Nor does it specify or comment on any causes or issues to be concerned about.

So, I'm not persuaded from the evidence provided that a fault exists with the car or that any issue relates to the faulty AdBlue tank which was replaced in February 2024.

I acknowledge what Mr R says about the current condition of the car, and I acknowledge the further information he recently provided showing work was carried out to the exhaust gas recirculation, but it doesn't evidence that the component failed as a result of a faulty AdBlue system or that it was present or developing when the car was supplied.

Mr R also provided information relating to a safety recall for his car. However, this doesn't appear to be connected to the AdBlue system, nor is it confirmation that a fault exists, It's likely to be a preventative measure based on the model of vehicle.

Given the circumstances, I think it was reasonable given the latest issues were reported considerably after he had the car for six months, that BWFS request some expert evidence that shows the issues exist, and that they were likely due to unsuccessful repairs and/ or to have been present or developing at the point of supply.

As I've concluded that the car was successfully repaired in February 2024, I don't require BMWFS to take any action in respect of this complaint.

### **My final decision**

My final decision is that I don't uphold Mr R's complaint about BMW FINANCIAL SERVICES (GB) LIMITED trading as ALPHERA Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 26 December 2025.

Benjamin John  
**Ombudsman**