

## **The complaint**

Mr C complains that a car acquired under a hire purchase agreement with BMW FINANCIAL SERVICES (GB) LIMITED trading as ALPHERA Financial Services ('ALPHERA') wasn't of satisfactory quality.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr C acquired a car under a hire purchase agreement in April 2023; the car was about five years old and had done around 44,000 miles. The cash price was £21,500.

Soon after acquiring the car Mr C experienced problems with the start/stop function, he also said the engine management light (EML) illuminated and there was a problem with the acceleration. The car underwent repairs which rectified the issues.

But Mr C experienced further issues and complained to ALPHERA in July 2025, he said the vehicle has a fault that causes delay when shifting it into drive and then accelerating which causes a sudden jolt. ALPHERA issued its final response letter in August 2025 and didn't uphold the complaint. In short it said both the retailer and manufacturer had been unable to find the fault Mr C complained of and so it didn't support his request to reject the vehicle.

The complaint was referred to this Service. Our Investigator considered things but didn't uphold the complaint for similar reasons. Both parties have had sight of these findings, so I won't repeat them in detail here. In summary he didn't think he could make a finding on whether the car was of satisfactory quality given that no fault had been found.

Mr C disagreed, so as an agreement couldn't be reached the complaint has been passed to me to decide.

## **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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr C, but I will explain my reasons below.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr C entered. Because ALPHERA supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects

and safety can be aspects of the quality of the goods.

As a starting point there would need to be some evidence of what the fault was. And secondly, that the fault renders the car of unsatisfactory quality at the point of supply.

It's not disputed that Mr C has experienced some issues with the car and most of which I'm satisfied have been repaired. The car has been taken to both the retailer and the manufacturer to look into the issues Mr C complains of now, that the car jolts when moving off. But unfortunately, despite the car being looked at on multiple occasions no fault has been found.

When Mr C complained in July 2025 the car was around seven years old and the last recorded mileage was around 69,500 miles, it had covered around 25,500 miles since inception. This is important to note as some of the issues may have arisen or become apparent during this time, and they may not have been present or developing at the point of supply.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a vehicle will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. And on the balance of probability, I do find it unlikely the car could've travelled this distance had any possible fault that Mr C complains of now, was present or developing at the point of supply.

I'd be looking for some evidence that the jolt Mr C complained of in July 2025 was because of the car failing prematurely. I have reviewed several videos Mr C has supplied and I do think a jolt is evident. But this doesn't in itself identify a fault with the car and could be due to a number of factors.

Based on what I've seen, on the balance of probabilities, I'm not satisfied there is evidence that shows that the issues Mr C encountered resulted from a fault that was present or developing at the point the car was supplied to him. And the mileage figures I've been told indicate Mr C was able to make full use of the car whilst it's been in his possession.

It follows I'm unable to say that there's enough evidence to show that there was a fault with the car. So, I'm unable to say the car was of unsatisfactory quality and I'm therefore unable to uphold the complaint.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 January 2026.

Rajvinder Pnaiser  
**Ombudsman**