

## **The complaint**

Miss M has complained that a car she acquired using finance from BMW FINANCIAL SERVICES (GB) LIMITED trading as Alphera Financial Services wasn't of satisfactory quality.

## **What happened**

In January 2024, Miss M entered into a finance agreement with Alphera for a used car. At this point, the car was around four years old, and had 20,657 miles on the clock.

But in March 2025, the car broke down, which Miss M explained was wet-belt failure leading to engine damage, and there were also intermittent brake warning lights. Miss M feels the wet-belt failure could only have happened due to long-term deterioration, which must have been present or developing at the point of supply.

One of our investigators looked into what had happened. She could see that Alphera had arranged an independent report, and this identified a noise from the clutch and there were active fault codes present. But it didn't find any fault with the brakes. And the engine had already been replaced.

Our investigator thought it important that the report didn't find that any issues had been present or developing at the point of supply. Rather, it said the issues were consistent with wear and deterioration over time. So, she didn't think Alphera needed to do anything further.

Miss M disagreed. She feels the problem happened too early in the agreement, for the car to have been of satisfactory quality at the point of supply.

The complaint's now been passed to me.

## **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.

I know this matter has been very stressful for Miss M, and she's been paying for a car that she isn't driving. But, on balance, I think the car was of satisfactory quality at the point of supply. I'll explain why.

The car was a used car, so it's fair to say it would need more maintenance and repairs, and sooner, than a brand new car. And the evidence I've seen, in the form of the independent report, confirms that the issues are related to wear and tear, commensurate with the age and mileage of the car. And Mrs M hasn't provided any evidence that disproves this. I'm aware that some of the fault codes require further inspection, and Alphera won't pay for this. But I think this is reasonable, given that I'm satisfied, on balance, that the car was of satisfactory quality at the point of supply. And the report confirms they relate to wear and tear.

I'm also mindful that Miss M had the car for around 14 months before there was an issue, and she'd driven it around 7,000 miles. This further suggests to me that the car was of

satisfactory quality, for a used car, at the point of supply – and that the issue was gradual wear and tear over time.

I know this will be disappointing, but I'm not requiring Alphaera to do anything further. However, as Miss M isn't driving the car, she may want to speak to Alphaera about her options, including potentially voluntarily terminating the agreement.

### **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 23 February 2026.

Elspeth Wood  
**Ombudsman**