

## **The complaint**

Mr K complains that a car supplied to him under a hire purchase agreement with BMW Financial Services (GB) Limited trading as Alphera Financial Services is of unsatisfactory quality.

## **What happened**

In December 2023 Mr K entered into a hire purchase agreement with BMW Financial Services (GB) Limited trading as Alphera Financial Services (AFS) to acquire a used car. The car was over five years old, with a mileage of around 60,917. The cash price of the car was £15,850.00 and an advance payment of £5,114.00 was paid. The total payable listed on the agreement was £19,309.00, payable over 36 monthly repayments of £116.50 followed by a final optional payment of £10,001.00.

Mr K explained that he has had ongoing issues with his vehicle since he acquired it. Mr K has detailed issues encountered with noises included from the suspension, vibrations, humming, battery issues and the difficulty he has faced in trying to have these resolved. Mr K explained there was a significant number of visits and attempts to diagnose and fix issues and has supplied a detailed timeline of these.

During these events, Mr K was in contact with the dealership to try to have repairs carried out and complained to AFS.

In its final response, AFS did not uphold the complaint. It said there had been repairs carried out, and as requested evidence of any faults being present or developing at the point of sale had not been supplied, AFS believed the vehicle to have been of satisfactory quality when it was supplied.

Mr K did not agree with this, and brought his complaint to the Financial Ombudsman Service where it was passed to one of our investigators. The investigator did not uphold the complaint. They explained it was their opinion the vehicle did have issues that needed repairing, but that the issues arose from routine maintenance or reasonable wear and tear and that the vehicle was of satisfactory quality when it was supplied.

Mr K disagreed and sent reasoning as to why, this did not change the investigator's outcome, and as such I've been asked to review the complaint to make 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.

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. There are some areas I will summarise and condense, but all of the information has been considered.

Mr K acquired a car under a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr K's complaint about AFS. AFS is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its 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.

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.

In this case, Mr K acquired a car that was over five years old and had travelled around 60,917 miles. As this was a used car with this mileage and age, it's reasonable to expect parts may already have suffered more wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've reviewed the available evidence about the issues Mr K experienced with the car. Based on what I've seen, I'm satisfied that there were faults with the vehicle that required repairs or replacement. I say this because I've seen an invoice for repair work for parts replacement, and both Mr K and AFS agree the vehicle has had repairs carried out by the dealership. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

Mr K has provided a detailed timeline of the faults which I have carefully considered and kept in mind whilst deciding this case. It is clear that Mr K has been dissatisfied with various elements of his vehicle, and I acknowledge why he feels it was not of satisfactory quality when it was supplied and remains of unsatisfactory quality. It appears the dealership spent time trying to rectify issues.

Having considered all of the evidence available, I do not agree that the evidence shows that Mr K's vehicle remains of unsatisfactory quality. I say this because whilst I can see that Mr K had issues very early on after acquiring the vehicle, repairs were carried out, and Mr K authorised these repairs. The CRA explains that there is a chance to repair the vehicle, and if these repairs fail, Mr K has a right to reject the vehicle. However, Mr K has authorised further repair attempts and currently, there isn't evidence to show that these further repairs have failed making the vehicle of unsatisfactory quality.

It is important to note that not every issue raised wither within the first six months or outside of this automatically makes a vehicle of unsatisfactory quality. There are several factors to think about when dealing with issues raised with used vehicles as outlined above. It would not be reasonable to hold a used vehicle to the same standard as a brand new one.

Mr K's vehicle had travelled what I'd consider to be above average mileage when he acquired it, and was already over five years old. It is reasonable to expect that there would

be maintenance related requirements, particularly in relation to high wear components. A well used vehicle is not likely to be sold in perfect condition.

I also note that Mr K has been able to travel around a further 25,700 miles from December 2023 to December 2025, passing two MOTs during this time with only one advisory item in December 2024 relating to brake disc wear at 71,103 miles.

Mr K has mentioned in information supplied that passing MOT tests does not mean that a vehicle is of satisfactory quality, and I agree that this is not a guarantee that a vehicle is of satisfactory quality, but it is an indicator to take into account along with other evidence.

I'm satisfied it is unlikely that if Mr K's vehicle was of unsatisfactory quality, Mr K wouldn't have been able to travel around 25,700 miles in two years, against an agreed mileage in the agreement of 6,000 miles per year. I'd expect that if Mr K's vehicle remained of unsatisfactory quality, he would not have been able to achieve what I'd consider to be considerably above average mileage over this time period.

I acknowledge the issues Mr K encountered with suspension noises and vibrations. The supplying dealership appear to have carried out repair or replacement work to rectify these issues and I have no evidence to suggest that there remains a fault making the vehicle of unsatisfactory quality. Considering the mileage and age of the vehicle at the point of sale, and the mileage and age of the vehicle now, it is highly likely that issues relating to suspension noises and wear could be due to normal wear and tear or maintenance related.

For me to be able to direct AFS to do something differently, I'd need evidence to show what the current issues are, that these are linked to the repairs the dealership carried out, and that they make the vehicle of unsatisfactory quality considering all of the factors. I'm not persuaded this is the case.

Mr K has also been complaining about battery issues, and I'm satisfied he did raise this within the first six months of the agreement starting. This however does not mean that there is a definite fault with the battery making the vehicle of unsatisfactory quality as this has not been confirmed. I have no evidence to show that there is a defined fault causing the vehicle to be of unsatisfactory quality.

I can see that an independent inspection of the vehicle and the potential issues was raised, however Mr K did not agree to this. Had this inspection taken place, it is likely a more comprehensive picture of the vehicle and any potential faults would be documented for consideration in their current state, without this, I have no evidence to show that there is a defined fault making the vehicle of unsatisfactory quality.

Mr K explained that wear and tear has become a distraction and that the purpose of the Financial Ombudsman Service is to come to a fair and reasonable outcome. Having looked at all the available information, I'm not persuaded it is fair for me to say that Mr K's vehicle is of unsatisfactory quality given all of the circumstances taken into consideration.

## **My final decision**

Although I acknowledge why Mr K has raised his complaint and is unhappy with the issues the vehicle has encountered, 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 K to accept or reject my decision before 19 May 2026.

Jack Evans  
**Ombudsman**