

The complaint

Ms R complains that a car that was supplied to her under a hire purchase agreement with BMW Financial Services (GB) Limited, trading as Alphera Financial Services, wasn't of satisfactory quality.

What happened

A used car was supplied to Ms R under a hire purchase agreement with Alphera Financial Services that she signed in February 2024. The price of the car was £24,995, Ms R made an advance payment of £983.01 and she agreed to make 48 monthly payments of £406.14 to Alphera Financial Services. There was also an optional final payment of £14,188.46.

The car's engine failed in July 2025 and Ms R complained to Alphera Financial Services in August 2025 about issues that she'd had with the car, but it didn't uphold her complaint. It said that it couldn't agree that the issue she'd encountered was present or developing at the point of sale, so it had no liability in respect of the outstanding repairs, replacement or rejection of the car. Ms R wasn't satisfied with its response so referred her complaint to this service.

Ms R's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he hadn't seen any evidence to show the fault with the engine was present or developing at the point of sale. Ms R then arranged for the car to be inspected by an independent expert, but the investigator said that the inspection report hadn't changed his recommendation.

Ms R hasn't accepted the investigator's recommendation, so I've been asked to issue a decision on her complaint. Ms R has provided a detailed response to the investigator's recommendation about the durability of the car and she says that a car should last for a reasonable period to cover at least the duration of the finance agreement.

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.

Alphera Financial Services, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Ms R. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Ms R was first registered in September 2018, so was about five and a half years old, the hire purchase agreement says that it had been driven for 60,380 miles, and the price of the car was £24,995. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

The car was about five and a half years old and had been driven for 60,380 miles when it was supplied to Ms R. It had passed an MOT test, with no advisories, in February 2024,

before it was supplied to Ms R and its mileage was recorded as 60,428 miles. Ms R has described issues that she had with the car, but the car passed another MOT test, with no advisories, in February 2025, when its mileage was recorded as 77,800 miles. The car broke down in July 2025 as its engine had failed and Ms R complained to Alphera Financial Services about the issues with the car in August 2025.

In response to the investigator's recommendation, Ms R arranged for the car to be inspected by an independent expert. The inspection report records the car's mileage as 86,749 miles and says:

"In our opinion based on the visible evidence we can confirm that with the vehicle in its complete condition the engine did appear to be in a seized condition. There were no obvious signs of any leaks or stains around the engine bay and none on the engine undertray ... We do consider overall that sufficient mileage and time has occurred since sale that this particular current fault was not present or in development at the point of purchase. Some of the faults that have been rectified early into the current ownership would, in our opinion, have been developing at the point of purchase but not all and is something to be expected when owning a used vehicle and one with significant high specification, as is the case with this particular vehicle".

Ms R was able to use the car from February 2024, when it was supplied to her, until July 2025, when its engine failed, and in that time the car was driven for more than 26,000 miles. The car passed MOT tests in February 2024 and 2025 and Ms R didn't complain to Alphera Financial Services about any issues with the car until August 2025. The inspection report concludes that the fault that caused the engine to fail wasn't present or in development when the car was supplied to Ms R and that the other faults were something to be expected of a used car of this age and mileage.

I've carefully considered all that Ms R has said and provided, including her responses to the investigator's recommendation, but I'm not persuaded that there's enough evidence to show that there were faults with the car when it was supplied to Ms R that caused it not to have been of satisfactory quality at that time. Nor am I persuaded that there's enough evidence to show that the car wasn't as durable as it was reasonable for Ms R to expect it to be. I appreciate that my decision will be disappointing for Ms R, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Alphera Financial Services to allow Ms R to reject the car, to pay for it to be repaired or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Ms R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 19 May 2026.

Jarrold Hastings
Ombudsman