

The complaint

Mr P complains about the quality of a car he has been financing through an agreement with BMW Financial Services (GB) Limited ("BMWFS").

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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.

In summary, there's no dispute here that BMWFS has made a number of reporting errors regarding Mr P's credit file. In July 2021 BMWFS wrote a final response letter to outline the outcome of the complaint. In this letter it explained the adverse information was removed originally as a goodwill gesture.

When Mr P spoke with BMWFS again, it confirmed no adverse information should have been reported as the payment plan was still in place and payments were being made on time – this was rectified and checked again to ensure no adverse information was showing on his credit file. BMWFS has apologised for the inconvenience caused.

The dispute here is one of compensation and what is fair and reasonable in the circumstances of the complaint.

Mr P has provided information regarding the trouble and upset this matter has caused him. In her view, the investigator suggested £100 was fair and reasonable compensation and BMWFS agreed.

Mr P has argued that the time he had to take out of his employment to contact BMWFS was significant and the impact of not wanting to access any credit in case an application was rejected, due to the adverse marker placed on his file by BMWFS also impacted him. He feels £500 is a fairer reflection of the trouble and upset this matter has caused.

In deciding this complaint I've taken into account the law, any relevant regulatory rules and good industry practice at the time. I have also carefully considered the submissions that have been made by Mr P and BMWFS.

At the outset I think it is useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct

Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, in the position they would have been if the problem hadn't occurred.

Having done so, I can see Mr P didn't attempt to obtain further credit, so he has not been impacted financially by the information that was showing incorrectly on his credit file. I appreciate he specifically didn't apply for any in order to attempt to mitigate any further impact but as the investigator has already said, I can't consider something that potentially might have happened. As such, I find £100 is fair and reasonable compensation in the circumstances of this complaint.

My final decision

For the reasons I have given, I uphold this complaint and direct BMW Financial Services (GB) Limited to:

Pay Mr P £100 for the trouble and upset this matter has caused Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 May 2022.

Wendy Steele
Ombudsman