

The complaint

Mr K complains that the TFT dashboard screen on the motorcycle he acquired through a hire purchase agreement with BMW Financial Services (GB) Limited (BMWFS) wasn't fit for purpose as it was easily stolen. He wants the cost of the replacement TFT dashboard screen refunded.

What happened

Mr K entered into a hire purchase agreement with BMWFS on 29 June 2022 to acquire a motorcycle. In March 2023, the TFT dashboard screen was removed from his motorcycle while parked on a street. Mr K says that CCTV footage showed the TFT dashboard screen being removed quickly and easily. He says this showed it had either not been fitted correctly or wasn't fit for purpose as it should not have been so easy to steal.

BMWFS issued a final response dated 30 May 2023. It said its responsibility under the Consumer Rights Act 2015 (CRA2015) was to ensure that the goods were of satisfactory quality when supplied and given when the issue arose, it was Mr K's responsibility to show this wasn't the case. It noted that Mr K confirmed the TFT dashboard screen was working prior to being stolen and it said there was no evidence that it was faulty or hadn't been fitted correctly. Therefore, it didn't uphold this complaint.

Mr K wasn't satisfied with BMWFS's response and referred his complaint to this service. He said that if the TFT dashboard screen had been fitted correctly then it wasn't fit for purpose as it had been easily removed when the motorcycle was parked.

Our investigator didn't uphold this complaint. She noted that there were no issues reported with the motorcycle between collection on 30 June 2022 and when the TFT dashboard screen was stolen. She considered the CCTV footage showing the theft but said this didn't show that the TFT dashboard screen or the mount was faulty. Based on the evidence available, our investigator didn't find that the motorcycle was of unsatisfactory quality at the point of supply.

Mr K didn't accept our investigator's view. He noted that she had referred to the TFT dashboard screen being removed easily and questioned how based on this it could be said that the motorcycle was sufficiently durable or fit for purpose.

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.

Mr K acquired a motorcycle through a hire purchase agreement with BMWFS. Under certain circumstances, BMWFS can be held liable if the motorcycle wasn't of satisfactory quality at the point of supply. Satisfactory quality takes into account factors such as the age and mileage of the motorcycle. In this case the motorcycle was new at acquisition so it is reasonable to expect that it would be free from faults, including minor defects, at supply and that it would remain fault free for a reasonable period of time.

Mr K didn't report any issues with the motorcycle until he reported the TFT dashboard screen being stolen. Mr K has confirmed that the TFT dashboard screen was working prior to being stolen and I have nothing to show that there were any faults with this or the motorcycle more generally.

Mr K has said that the TFT dashboard screen was stolen very quickly and easily (without any tools being needed) which he believes means that it wasn't fit for purpose. I have considered the point Mr K has raised - and having looked at the CCTV footage provided I can see that the theft was quick – but in this case I do not find I can say that the TFT dashboard screen being stolen means that it wasn't of satisfactory quality at supply. I say this because there is no evidence of the TFT dashboard screen or the mount being faulty and while the question of it not being fitted correctly has been discussed, there is no evidence that this was the case. I understand how upsetting it was that the TFT dashboard screen was stolen, but I do not find that this happening shows that this part wasn't fit for purpose.

In conclusion, while I am sorry to hear of the experience Mr K has had, I do not find that I can say the TFT dashboard screen being stolen shows that it wasn't of satisfactory quality at supply and with no further evidence to suggest any other issues with the motorcycle, I do not find I can uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 5 November 2024.

Jane Archer
Ombudsman