

## **The complaint**

Mr A complains that BMW Financial Services (GB) Limited (BMWFS) trading as Alphera Financial Services wouldn't let him reject a car. He would like to reject the car, cancel the credit agreement and receive a refund of monthly payments made.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the 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.

Having done so I have reached the following conclusions:

- I appreciate Mr A's position. He took out a Hire Purchase agreement for a used car on 29 December 2023. The car was only a few months old and with mileage of just over 3000 when he got it. He says there was an issue with the airbag and with the engine overheating, but BMWFS wouldn't let him reject the car within the 30-day period he had to do so.
- Mr A raised an issue with the airbag within a few days of getting the car asking to reject it under the 30-day consumer right to reject. However, this right only applies if the car isn't of satisfactory quality not because a consumer changes his mind. From what I have seen the only issue with the airbag was a disconnected cable which was reconnected. Even allowing for the relative newness and low mileage of the car I don't think a disconnected cable can reasonably qualify the car to be of unsatisfactory quality. I think it was reasonable that BMWFS didn't allow Mr A to reject the car on this basis.
- There was then a further issue with the airbag and engine overheating as evidenced by a one-page breakdown report. This contained limited information noting 'intermittent air bag light and engine overheating' signs. BMWFS didn't feel the one-page report on its own was sufficient to allow rejection and I agree. The report doesn't contain enough information or evidence. For example It's not clear if the warning lights were evidenced by the roadside attendant or just reported as having come on by Mr A. Additionally, as I understand it, these issues were investigated by the dealership and no issues were found. So, I think BMWFS were correct in not allowing rejection at this point.
- I appreciate Mr A has evidenced some further issues. However, I can see no evidence these have been raised with BMWFS as Mr A was advised to do by our investigator. It wouldn't be fair for me to draw conclusions on the information provided without BMWFS having the chance to investigate. So Mr A will in the first instance need to raise these new issues with BMWFS. Depending on the outcome he

can, of course, put in a further complaint to this service if appropriate.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 February 2025.

Bridget Makins  
**Ombudsman**