

The complaint

Mr R complains about the car he acquired from BMW FINANCIAL SERVICES (GB) LIMITED (“BMWFS”) as it was not supplied with a feature he had requested.

What happened

Mr R discussed ordering a new car via a dealership from BMWFS in 2021. He placed an order in November 2021, and the car was delivered in September 2022. At some point after this he discussed with the dealership that the car hadn’t been supplied with a display mode for highway speed limits that he’d asked for. He’s told us that they told him it wasn’t currently available, but they could add the feature once it became available.

In April 2024 he complained to the manufacturer, and was referred back to the dealership, which by this time had changed hands and was being run by a different business. They offered him some goodwill gestures, but still unhappy he complained to BMWFS in September 2024, asking to reject the car as it didn’t have the features he was expecting.

They investigated the complaint and issued their final response letter (FRL) in October 2024 not upholding the complaint. They said they’d seen no evidence that the car was ordered with the feature he was requesting, so they didn’t agree that the car didn’t conform to contract and would not agree to a rejection.

Unhappy with that response he brought his complaint to our service. An investigator here investigated it and didn’t uphold it. They said that the function in question wasn’t on the order form, and while documents provided by Mr R showed he had researched the car, they didn’t show he’d agreed upon this function or ordered it. As Mr R said that it was discussed verbally, but this couldn’t be proved, the investigator didn’t uphold the complaint.

Mr R didn’t agree with this and asked for a final decision. He said that if he’d been told on delivery the function wasn’t available as a retrofit, he wouldn’t have accepted the car, but he was told by the salesperson that it was delayed and could be retrofitted, which turned out not to be true. The complaint has come to me for 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.

Having done so, I’ve reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr R was supplied with a car under a hire

purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

Unfortunately, whilst I have empathy for Mr R and can tell by his strength of feeling that he wanted the car to have this function, it's only fair to both parties that I follow the evidence I can corroborate. The order form for the car didn't have this feature on it and was signed by Mr R dated 4 November 2021.

Mr R has told us about verbal conversations with a particular salesperson at the dealership, both to order the car including this function, and when it wasn't supplied, he's told us that the salesperson suggested it was unavailable due to a chip shortage but could be retrofitted once it was available. But there's no corroborating evidence of either of these conversations, and BMWFS have told him that they asked the salesperson in question, and they don't recall a conversation about a chip shortage meaning the function wasn't available. Alongside this, Mr R has told us that the individual in question didn't take the order from him.

Ultimately, Mr R signed the order form for the car without this feature. He's provided annotated print outs which he says show he had researched and wanted this item, and I can accept that they show he'd certainly researched the option. But ultimately, it wasn't on the order form that he signed, which is what was supplied to him. Unfortunately, where the blame lies for any potential ordering error can't be proven as it relies on conflicting verbal evidence from either party. As such, I can't say BMWFS have done anything wrong in supplying Mr R with a car of the specification that he signed to order.

On this basis, I can't say that the car supplied doesn't meet the specification of the car Mr R ordered or has been misrepresented to him in any way, so I don't agree he should be able to reject the car. I won't be asking BMWFS to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 November 2025.

Paul Cronin
Ombudsman