

The complaint

Mr S complains about a car supplied under a hire purchase agreement, provided by BMW Financial Services(GB) Limited ('BMWFS').

What happened

Around March 2024 Mr S acquired a new car under a hire purchase agreement with BMWFS. The car is listed with a cash price of £98,294.

In September 2024 Mr S explained the radar was unfortunately stolen from the front of car when it was parked on the street.

In December 2024 Mr S complained to BMWFS. In summary, he explained the radar had been stolen from the car without using tools and without triggering the alarm, in around 15 seconds. He said the security and mount for the radar was not of sufficient quality. He said this meant the car wasn't fit for purpose, as it required 24-hour security. And he said he'd been quoted £4,341.74 for a repair.

Mr S said the wireless charging tray heated his phone to a temperature where it shut down and is almost too hot to handle. He said a dealer had confirmed this was a known issue.

Mr S also said the car was supplied with a "*glasscoat*" treatment which did not perform as expected. He said it didn't protect the car against dirt and damage. He said the dealer had offered to recoat the car, which showed it was not of sufficient quality.

Mr S asked BMWFS to refund him £5,940.74.

In February 2025, BMWFS wrote to Mr S and said it had not yet been able to resolve the complaint. It explained he could bring the complaint to our service.

Mr S remained unhappy and referred the complaint. He said the car is now without features he paid for and displays distracting warning messages. He said BMWFS had refused to partially repair the car by updating the software. Mr S said the current value of his claim was £8,633.62 and that this should increase by £1,346.44 a month while the complaint was being investigated.

Our investigator issued a view and did not uphold the complaint. In summary, she said she hadn't seen evidence any fault or defect with the car allowed for the radar to be taken. She said she hadn't seen evidence the car was faulty in relation to the charger. And she said there wasn't any evidence there was any issues with the glasscoat.

Mr S responded and disagreed. In summary, he said the design of the radar meant the car was not performing its function and had a fault. He said this meant the car was unfit for purpose. He said the alarm didn't trigger when the radar was stolen. He said that the manufacturer had now changed the design of the radar mount, and it was reasonable to conclude this meant it was not originally fit for purpose.

Mr S said he didn't use a phone case and he had a popular, modern phone. He said he hadn't had issues with other wireless chargers. He said the charger and design were not fit for purpose.

And Mr S said he had found a 'quality assurance certificate' for the glasscoat which had not been completed by the dealer. He said it was reasonable to assume this meant limited care had been used when applying the product.

Our investigator contacted the dealer about the glasscoat, who confirmed that it had been applied. And it said the warranty for the treatment was now registered online, which is why the document Mr S mentioned was incomplete. The dealer also explained it was happy to reapply this and valet the car if Mr S wanted.

Our investigator explained what Mr S said didn't change his opinion.

Mr S said he still disagreed about the radar and pointed out the value of the car and the cost of repair. And he said he still disputed the issue with the wireless charging tray, saying this was not fit for purpose.

As Mr S remained unhappy, the complaint has been passed to me to decide.

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 do not think this complaint should be upheld. I'll explain why.

Mr S complains about a car supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr S's complaint against BMWFS.

Firstly, I'd like to explain to both parties that I may not comment on every individual point raised. In this case, Mr S has written at some length about his opinion on the issues. I want to reassure him, and BMWFS, that I've carefully considered everything both parties have said, and I have thought about all of the information. But I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – BMWFS here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.

So, in this case I'll consider that the car was new and cost just under £100,000. I've also considered this was a very high specification version of the model Mr S acquired. This means I think a reasonable person would have very high standards for its quality. I think they would've expected it to have been in near perfect condition and would've expected trouble free motoring for a significant period of time.

What I need to consider in this case is whether I think Mr S's car was of satisfactory quality

or not. He's raised three main issues here, so I'll consider these in turn.

Radar:

I do first want to acknowledge how frustrating and upsetting it must have been for him when the radar was stolen from Mr S's car.

I think it's fair to say a summary of Mr S's argument here is that the design of the car meant it was not of satisfactory quality nor fit for purpose, because of how the radar was able to be stolen. I've thought about all the points he made.

Mr S says the radar was later updated by the manufacturer and now has a different design to his car.

I've seen an email from a staff member at the dealer in response to Mr S asking about a "theft kit" which said:

"Theft kit.. brief explanation – metal bracket behind radar where it will be secured with rivets."

I'm not sure if the above 'theft kit' applies to the update Mr S mentions or is an option for Mr S now. But even if I accepted what Mr S says here, it is not in any way unusual for manufacturers to change or update the design of cars. I'm not persuaded subsequently making the system *more* secure shows the original system wasn't fit for purpose.

I've also seen the video Mr S sent in. There is limited information about what this can show, particularly as the part stolen was at the front of the car while the camera view was from behind and also given the quality of the footage. But having reviewed this I'm not persuaded it's most likely the theft was completed using 'bare hands'.

It's worth lastly noting that there is no expert evidence or commentary about the design or theft of the radar in this case.

I want to reassure Mr S that I've carefully noted all of his arguments here. I understand his strength of feeling about this. And I am genuinely sorry the radar was stolen. But, in summary, I do not think this means the car was of unsatisfactory quality.

I've also thought about Mr S's comments about the alarm not being triggered. But even if this is correct, I'm not persuaded this would change my opinion.

Wireless charger:

Mr S has explained when using the wireless charging tray, his phone would heat up to the point it couldn't be used.

I can see Mr S was in touch with the manufacturer of the car who advised him it was normal for the phone to heat up "a lot" during charging, but suggested Mr S got a diagnostic.

The manufacturer later explained in an email:

"As you're aware I reached out to (name), assistance service manager at (dealer). He's advised me that there is no defect with the charging tray."

I've seen further emails from a staff member at the dealer from around November 2024. In summary, the staff member explains it is a characteristic of wireless chargers that they get warm.

There is no other expert evidence or independent testimony confirming any fault.

Again, I want to reassure Mr S that I've carefully considered everything he said. But I need to weigh this up against the lack of other evidence.

Having thought about all of this, I'm not persuaded there was a fault with the charger. It follows I do not find this issue meant the car was of unsatisfactory quality.

Glasscoat:

I'm satisfied from looking at the vehicle invoice this treatment was financed under the credit agreement, so I can consider this part of Mr S's complaint.

Mr S said this the protection didn't work as it wasn't effective against tree sap. And I've thought about all of the points Mr S made here.

I don't agree that the dealer failing to complete a certificate shows the coating wasn't properly applied.

I've seen an email from the dealer where they say they'd like to see the car to reapply the coating. But I disagree this shows there was an issue when Mr S got the car.

There is a lack of other evidence to show there was any issue with the glasscoat. It follows I find this does not mean the car was of unsatisfactory quality.

It's worth pointing out to Mr S that if I did find there was an issue with the glasscoat, he would then have a right under the CRA for this to be repaired. The dealer has already effectively offered this. So, there wouldn't be anything further to do to put this right here anyway.

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 S to accept or reject my decision before 10 October 2025.

John Bower
Ombudsman