

## **The complaint**

Mr W complains that the car he acquired financed through a hire purchase agreement with BMW Financial Services (GB) Limited (“BMWFS”) wasn’t of satisfactory quality.

## **What happened**

In July 2023 Mr W acquired a car financed through a hire purchase agreement with BMWFS. He said he had to wait six weeks for the car. When he went to collect it the weather was very bad and so he didn’t get a chance to look at the car and drove home. He said when he inspected the car it was a mess, the seatbelt and servicing lights were on, door cards were misaligned/loose and there were chips on the bonnet. Mr W said the dealer agreed to address the issues but it took a few months going back and forth with the dealer to get the car booked in. Mr W said when the car was returned to him in November not all the problems had been addressed and because windows had been left open the interior was a mess. He eventually took the car to a third party garage, G, to complete the repairs.

In January 2025 Mr W said the car had a suspension problem that had to be repaired. He raised a complaint with BMWFS as he wanted to return the car. BMWFS did not respond within eight weeks so he brought the complaint to this service.

BMWFS issued a final response but did not uphold the complaint. It said Mr W hadn’t provided evidence that proves the issues with the suspension were present or developing at the point of sale. It did accept that it did not respond to Mr W’s complaint in a timely manner and offered him £200 by way of an apology.

Mr W wasn’t satisfied as he didn’t believe BMWFS had responded to the crux of the complaint and the suspension issue was just the ‘icing on the cake.’ He said he was unhappy that he had been assured all the problems he identified when he first got the car would be fixed by the dealership but they weren’t.

Our investigator concluded that it wasn’t fair or reasonable for Mr W to have to have had the repairs finished by a third party and recommended he be refunded the cost of this. She also felt Mr W had been inconvenienced by having to constantly follow up with the dealership and eventually arrange for the repairs so she recommended BMWFS pay an additional £200 in compensation. She said the problems with the suspension appear to be due to reasonable wear and tear. BMWFS agreed with the investigator’s view. Mr W didn’t, and asked for a decision from an ombudsman. He made some additional comments to which I have responded below as appropriate.

## **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 agree with the conclusions reached by the investigator for the reasons I’ve outlined below.

In considering what is fair and reasonable I need to have regard to the relevant law and regulations, regulator's rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Mr W's hire purchase agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

BMWFS, as the supplier of the car, was responsible for ensuring it was of satisfactory quality when it was supplied to Mr W. Whether or not it was of satisfactory quality at that time will depend on several factors, including the age and mileage of the car and the price that was paid for it. The car was about three and a half years old, had been driven for 53,912 miles and had a price of £14,898. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on several factors.

If I am to decide the car wasn't of satisfactory quality I must be persuaded faults were present at the point of supply. Faults that developed afterwards are not relevant, moreover even if the faults reported were present at the point of supply this will not necessarily mean the car wasn't of satisfactory quality. This is because a second-hand car might be expected to have faults related to reasonable wear and tear.

I'm satisfied there were faults with the car. I say this because I've seen a copy of invoices supplied by Mr W. The first is dated in August 2024 and includes turning off service lights, brake fluid, vehicle inspection, brake pad check (£45). The second is dated in January 2025 and is for replacement of the road spring. I've also seen a copy of the Technical Timeline of the vehicle. A number of faults are noted on this timeline including:

- driver's side coming apart at the trim
- driver's seatbelt beeps
- seatbelt light on all the time
- service lights
- seatbelt buckle faulty

Mr W has also said there were chips on the paintwork and the other door card was loose. He has also reported evidence of corrosion though I've not seen any evidence of this.

These issues (excluding the suspension and possible corrosion) were reported to the dealership within the month after Mr W acquired the car so I think it's fair to say they were present or developing at the point of sale. I'm also persuaded that the seatbelt issues and service lights also made the car of unsatisfactory quality. The dealership agreed to make repairs and kept Mr W mobile during this time. The business is allowed one opportunity to repair and I think it's fair and reasonable that it did so.

Mr W has said the repairs were not complete and he had many conversations with the dealership to follow up the repairs. He said he found this very frustrating. I've listened to his calls to our service. He said the dealership agreed to fix all the problems. But he said all it had done was turn the seatbelt light off and stuck one of the door cards on. He said the other one was still hanging off and the chips are still there. Mr W said the interior of the car came back worse than when it went in. He said the dealership reassured him it would solve the problem but he just felt fobbed off. He said the chips are still there.

I understand Mr W's frustration. He's had to pursue the repairs to the car himself and said he hasn't been able to experience that 'new car' feeling. So while BMWFS has offered compensation for the delay in responding to his complaint I do feel it needs to go further. I think it fair and reasonable it pay Mr W a further £200 for the distress and inconvenience of sorting out the initial issues with the car as well as refund the cost of the repair by the third

party garage.

I'm persuaded the issues related to the door panels and the chips on the bonnet are cosmetic. While I understand the weather was bad when Mr W collected the car, he did accept it in the visible condition it was in. It was his responsibility to carry out a reasonable visible inspection of the car prior to taking possession of it, especially as the car had been delivered from some distance so it's possible he'd never seen it, though I don't know for sure. So I don't think these issues render the car of unsatisfactory quality as Mr W ought to have been aware of them had he inspected the car before driving it away.

Mr W has had issues with the suspension of the car which had to be repaired in January 2025. I'm sorry to hear this. At the time the car had travelled around 62,000 miles. Road springs can typically last between 60,000 and 90,000 so I think it likely the failure was due to reasonable wear and tear. And I've not seen any evidence that this issue was present or developing at the point of sale. Mr W has also reported that the garage has alerted him to some corrosion on the car, but I haven't seen any technical evidence of this or it being present at the point of supply or that it wasn't as a result of wear and tear. I'm not persuaded these issues render the car of unsatisfactory quality, so it wouldn't be fair of me to hold BMWFS responsible for this and allow Mr W to reject the car.

I understand this isn't the news Mr W wanted but I'm satisfied £200 compensation for the distress and inconvenience plus the refund of the garage costs is fair and reasonable in the circumstances.

Mr W has indicated to our service that he may be in some financial difficulty. He should make contact with BMWFS to discuss this if he thinks he may have trouble making payments. Businesses have a responsibility to respond sympathetically and positively to customers where they are aware of financial difficulty.

### **Putting things right**

To put things right BMWFS must:

- refund to Mr W £45 for additional expenses as directed above;
- pay 8% simple yearly interest on all refunded amounts from the date of payment until the date of settlement;
- pay £200 compensation for the delay in responding to the complaint, if it hasn't done so already;
- pay a further amount of £200 for any distress or inconvenience that's been caused due to the faulty goods.

### **My final decision**

My final decision is I uphold this complaint and BMW FINANCIAL SERVICES (GB) LIMITED must put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 2 March 2026.

Maxine Sutton  
**Ombudsman**