

The complaint

Mr D is unhappy with the quality of a car financed by BMW Financial Services(GB) Limited trading as Alpha Financial Services using a hire purchase agreement.

What happened

In February 2024 Mr D entered into a hire purchase agreement with BMW for a used car. The car was around three years old and had been driven for 14,765 miles. The cash price was £42,957.00.

Mr D viewed the car originally through photos and it was delivered on 5 March 2024.

On 3 May 2024, the tyre pressure warning light appeared and there was a large tear on the tyre. Mr D was told the tyre had tore because of an issue with the alignment on the car which can cause uneven wear.

Mr D had concerns over the car's safety so didn't drive it until it could be inspected. This inspection took place on 6 June. The report from the garage showed another tyre was replaced because it had an exposed cord and excessive wear, another one had a puncture, and the rear tyres required realignment.

Mr D believes the problems with his tyres were caused by the car having an alignment issue when he acquired it. He also says the dealership told him that the car would be delivered with new tyres and brakes fitted so he was shocked to find the tyres were used.

Unhappy with what had happened, Mr D complained to BMW and asked to reject the car as it was of unsatisfactory quality. He also told them he felt that he had been mis-sold a tyre and alloy policy by the dealership, of which the cost had been added to his finance agreement.

BMW issued Mr D a final response letter saying they believed the problems with the tyres were as a result of wear and tear and so they didn't think the car was of unsatisfactory quality.

Mr D didn't agree and so brought the complaint to our service. An investigator looked into things and said they didn't think the car was of unsatisfactory quality when it was supplied. They also said that without evidence, they couldn't agree that Mr D was told he would receive new tyres when the car was sold to him. And so, he didn't think BMW needed to do anything more.

Unhappy with what the investigator said, Mr D asked for an Ombudsman to review the case and so it has been assigned to me.

Since the investigator issued his view, Mr D has experienced a tyre blowout which he feels is a result of underlying suspension or alignment issues with the car.

He has also now sold the car and exited the finance agreement but has been left with negative equity.

I was minded to reach the same overall outcome as our investigator, but for slightly different reasons. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

Mr D acquired his car using a hire purchase agreement and so The Consumer Rights Act 2015 is the relevant legislation for this complaint. The Act sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Satisfactory quality is essentially based upon what a reasonable person would consider to be satisfactory. In instances like this when considering the quality of a car, the age, mileage and price are some of the things that I think would be considered to be reasonable to take into account.

The dealership and BMW both maintain that the issues with the tyres are related to wear and aren't related to the quality of the car when it was acquired.

As part of this they've sent evidence of a pre- sale job card which took place in February 2024. This report confirmed that all tyres had a tread depth of above 300mm. They also supplied evidence of an MOT carried out in February 2024. While I acknowledge that an MOT won't pick up everything, it's indicative that there were no obvious faults with the car before it was delivered to Mr D.

Mr D experienced problems with the car in May 2024 – two months after he acquired it. The report carried out on the 6 June states the mileage was 18,478. So, the car had been driven 3,713 miles since Mr D took delivery of it.

I can understand why Mr D wouldn't have expected problems with the tyres so soon after acquiring it. However, I've had to consider that tyres are a wear and tear item which will eventually need servicing. There are also multiple reasons that they may need to be replaced. And in the same way, I would also consider wheel misalignment as something which could happen as a result of a car's usage.

So, while I have no doubt the problems Mr D experienced with the alignment and tyres were frustrating for him, there isn't enough evidence for me to say that it meant the car was of unsatisfactory quality at the point of sale. I say this particularly taking into account the previous MOT and results of the pre-sale inspection which didn't show any problems.

Mr D said he experienced a tyre blowout in May 2025 which he felt was a result of an underlying issue with the car. This occurred one year after the previous issues with the tyres, and after a garage had carried out a realignment. For these reasons, I'm not persuaded that the more recent issue with the tyres means the car was of unsatisfactory quality either.

I've also noted that Mr D has raised he was told the car would have new breaks and tyres and so feels he was misrepresented it by the dealership. I've carefully considered what Mr D has said about this. I know it's frustrating the dealership hasn't been able to provide a call recording from the sale.

However, I've considered an email which was sent to Mr D on 9 May by the dealership. This email stated to him that 'all cars leave with a minimum of 300mm tread depth on the tyres.' I can't see that Mr D responded to this email to say that he was told that the tyres would be new. I think this email also shows that it isn't the dealership's normal procedure to sell a car with new tyres and I don't see any reason they would say they would if it is not their usual process. So, overall, without further evidence I can't say that Mr D was misrepresented the car because the tyres hadn't been replaced with new ones before delivery.

Mr D has also asked us to look into the mis-sale of the warranty he was sold with the car. I can't see that BMW has had a chance to investigate this aspect of his complaint. As the finance provider, and as the warranty was added to the finance agreement, they should look into this for Mr D, but a new complaint needs to be made to them first.

Mr D has told us he no longer wishes to pursue his complaint about the mis sale of his tyre and alloy policy, so I make no finding on this in this decision.

Mr D is also unhappy about how BMW investigated his complaint. I know he has been frustrated that he has not received calls he requested, but this is the responsibility of the dealership, not BMW. Mr D was able to exercise his right to refer his complaint to our service if he was unhappy with BMW's response which I can see he has done. So, I don't think BMW need to do anything more in regards to this.

I'm very sorry that my decision doesn't bring Mr D more welcome news at what I can see has been a difficult time for him. But in all the circumstances I don't find that BMW has treated Mr D unfairly, unreasonably, or contrary to law in not allowing him to reject the car.

Mr D responded to my provisional decision with many points, including:

- He believes his car was sold with a defect which caused premature and unsafe wear to both rear tyres, which eventually led to a tyre blowout.
- He didn't get the opportunity to check the alignment of the car when it was delivered to him.
- He doesn't feel it is reasonable to say the issues he had were as a result of wear and tear.
- He says the MOT and evidence supplied by the dealership is unreliable as it is biased.
- He says he has experienced loss in the form of negative equity, and he would like the finance payments from May 2024 to May 2025 refunded.
- He also feels he was mis sold the warranty and that his complaint about this was made clear in his initial complaint to BMW.

BMW didn't respond to my provisional decision with any further comments but sent the call recording from when Mr D raised his original complaint with them.

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.

I've listened to the call recording which BMW supplied. The majority of the call focusses on Mr D's unhappiness about the quality of the car. In passing he mentions that the warranty company hasn't offered to help or repair his car. I don't think this constitutes Mr D raising a complaint about the mis-sale of the warranty, and so my findings on this matter

remains the same.

I've considered the further arguments put forward by Mr D. I can appreciate his frustrations, but I feel my provisional decision already explained and provided reasons about the further points he added, so I won't repeat them here.

I've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my findings, my final decision remains the same as my provisional decision, and for the same reasons.

My final decision

My final decision is that I don't uphold this complaint for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 September 2025.

Ami Bains
Ombudsman