

The complaint

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

What happened

Around April 2024 Mr C acquired a new motorbike under a hire purchase agreement with BMWFS. The motorbike is listed with a cash price of £19,985.

Unfortunately, Mr C says the motorbike developed issues. He said in September 2024 the motorbike developed a vibration that was so bad it made his hands and feet go numb. It was returned to the dealer who found the front wheel out of balance and repaired this. But Mr C says the issue was unresolved.

Mr C says he then barely rode the motorbike until the end of October 2024, during which time it had been kept on a trickle charger. He then said as he was pulling into a petrol station, the display started to flicker and then the motorbike wouldn't start. This left Mr C stranded while the motorbike was recovered to the dealer.

Mr C explained he asked the dealer if the motorbike could be swapped for a different model, but this was declined. So, Mr C complained to BMWFS at the end of October 2024 and asked to reject the motorbike.

BMWFS issued its final response in November 2024. In summary, BMWFS upheld the complaint and said the motorbike was now fully repaired. It said the dealer had been trying to contact Mr C to collect the motorbike but it hadn't been able to get hold of him.

Mr C remained unhappy and referred the complaint to our service. He explained he still wanted to reject the motorbike.

Our investigator issued a view and didn't uphold the complaint. He said, in summary, that he thought the motorbike was not of satisfactory quality due to the faults. But he said these were minor and so Mr C didn't have a right to reject it.

Mr C responded and remained unhappy. In summary, he said BMWFS had explicitly upheld the complaint and accepted the rejection in writing. He said he had a right to reject the motorbike under the Consumer Rights Act 2015 ('CRA'). And he said the 'engine vibration' was still present.

Our investigator explained this didn't change his opinion. So, the complaint has been passed to me to decide.

I sent Mr C and BMWFS a provisional decision on 13 August 2025. My findings from this decision were as follows:

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 initially think this complaint should be upheld. But I don't think Mr C has a right to reject the motorbike. I'll explain why.

Mr C complains about a motorbike 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 C's complaint against BMWFS.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The 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'. The CRA sets out that durability can be considered as part of whether goods are satisfactory quality or not.

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 motorbike's age, price, mileage and description.

So, in this case I'll consider that the motorbike was new and cost around £20,000. This means I think a reasonable person would have very high expectations for its quality. I think they would expect it to be in near perfect condition and would expect trouble free riding for a significant time.

What I need to consider in this case is whether I think Mr C's motorbike was of satisfactory quality or not. Having thought about this, I'm satisfied it wasn't. I'll explain why.

Mr C first raised an issue with vibration in September 2024.

I've seen an invoice from 11 September 2024 from the dealer. The mileage was recorded as 711. This stated:

"Balance Fr wheel"

A job card from around the same time stated:

"Investigate into bike as customer states its really vibey through hands and feet, was okay at start but customer has noticed drastic changes lately"

Notes from the dealer also state:

"reset all adaption values as good measure."

"Balance correctly and refit"

I've seen a copy of some emails between Mr C and the dealer. The dealer explained on 13 September 2024:

"We gave the bike a thorough check and everything was normal (no wheel bearings failing etc). The main point we picked up on was that your front wheel was 15g out of balance (the max limit is 5g) so this has been rectified for you.

The tyres which you have on are (brand name and model) which are a 70/30 split between offroad/on road. This is something which could possibly factor into the vibrations due to the tyre tread being raised. However, this wouldn't give vibrations to the extreme mentioned as per our initial phone call."

Thinking about this, I'm satisfied that a fault arose with the bike where it vibrated. Given the

age and mileage of the bike, I'm satisfied this was either present or developing at the point of supply, or if not, the bike wasn't durable given when the fault appeared. Either way, I find a reasonable person would consider this meant the bike wasn't of satisfactory quality.

Under the CRA, Mr C would've had a right for this to be repaired. It's clear a repair was carried out, but Mr C explained this didn't resolve the issue and said the vibration remained. So, I've thought about whether this was the case.

I've seen a further email sent from the dealer on 19 September 2024 to Mr C:

"Just giving you an update on your bike. (staff name) went home on the bike last night and covered both motorway and backroad riding, he reported back this morning and said the bike is riding perfectly"

I've thought very carefully about what Mr C said here. And I've had in mind he's clearly an experienced rider from what is said in his emails. But, there is no evidence to suggest that a fault remained following the repair.

So, in summary, I'm satisfied a fault occurred with the motorbike where it developed a vibration. I'm satisfied this fault meant the motorbike wasn't of satisfactory quality. I'm satisfied Mr C had a right under the CRA for a repair to be completed. And I find it most likely the repair resolved the issue. In broad terms, I find Mr C's rights under the CRA were met here.

I've then gone on to consider the later fault.

I've seen a job card from when the motorbike was later recovered. The mileage is recorded as 807. The date is blank, but from what Mr C says this was from 27 October 2024.

This stated:

"Investigate into bike as got recovered. Died pulling into petrol station"

I've seen an "account invoice" dated 29 October 2024. This stated:

"Replace battery"

From this I can see what Mr C explained was correct here. I'm satisfied the motorbike developed a further fault which meant it broke down and required a replacement battery. Mr C had explained the motorbike had been stored while connected to a trickle charger. I've no reason to dispute this. Thinking about this, I wouldn't expect the motorbike to require a replacement battery at only around six months old and having covered around 800 miles. It follows I also find the motorbike was of unsatisfactory quality due to the fault with the battery.

This then brings me to the crux of the complaint, which is whether Mr C should've been allowed to reject the motorbike at this point.

My thoughts here differ somewhat to our investigator. At the point of the second failure, Mr C would have various remedies available to him. The CRA sets out that Mr C would have the final right to reject if:

"after one repair or one replacement, the goods do not conform to the contract"

'Conform to the contract' here can be taken as being of satisfactory quality. I've already explained that I'm satisfied a previous repair had taken place. And as above, I've already

found the motorbike was of unsatisfactory quality due to the battery issue.

Thinking about this, technically under the CRA Mr C had the final right to reject at the point the motorbike broke down. Key to this complaint is to consider when he exercised this right. It's also a very important point to note that a repair was also a remedy available to put things right under the CRA at this time.

When thinking about this, I should firstly say I'm satisfied it's likely Mr C authorised a repair to take place. I say this as on the 'job card' from the recovery, it explains the dealer will "investigate into bike as got recovered". There is signed space for a customer's signature that is completed underneath it stating:

"I authorise the work shown"

*"I understand that no **significant** additional work will be undertaken without my authorisation" (emphasis added by myself)*

I'm satisfied a battery replacement under warranty wouldn't be classed as 'significant'.

Things in this case then happened in very quick succession. I'm satisfied the motorbike broke down on 27 October 2024. Mr C asked BMWFS to reject the motorbike on 28 October 2024. I can see from the email chain this was sent at 13:37.

As above, an invoice from the dealer for the repair is dated 29 October, the day after Mr C asked to reject the bike. But, I've then seen a full breakdown of the work done to Mr C's motorbike at the dealer. This contains time stamps from 28 October 2024. From this I can see repairs began on Mr C's motorbike at 11:36 and were completed later the same day.

I've carefully thought about all of this. Having done so, I'm satisfied Mr C asked to reject the motorbike after he likely authorised repairs and had they had already been started. And I'm satisfied these were completed the same day. Mr C wouldn't have the right to both a repair and to reject the motorbike. So, under the unique circumstances of this specific complaint, I find it was not reasonable for Mr C to be able to reject the motorbike. And I'm satisfied that the repair met his rights under the CRA.

I've carefully considered that Mr C said BMWFS agreed to reject the motorbike and he based his actions on this response. I've assumed from what he said in his emails to our service that he is referring to what is set out in BMWFS' final response to his complaint. If I am incorrect about this, Mr C should let me know in response to this decision. And if he is referring to another letter or email, he should provide this, as I can't see this is mentioned elsewhere.

Having thought about this, I'm satisfied the final response does not confirm, nor imply, that BMWFS are accepting rejection. It explains the repair has resolved the complaint. So, this doesn't change my opinion.

All of that being said, I don't think the repair sets things fully right here. I say this as I'm satisfied Mr C suffered from distress and inconvenience. He had to arrange repairs on two occasions. For the first repair, this left him without his motorbike for a few days. And I think it must have been upsetting and stressful to be left stranded when the motorbike's battery failed.

Thinking about this, I find BMWFS should pay Mr C £250 to reflect what happened.

I gave both parties two weeks to come back with any further comments or evidence.

BMWFS responded and said it had nothing further to add.

Mr C sent in a statement for me to consider.

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 carefully thought about what Mr C said in his statement.

Mr C said, in summary, that he thought BMWFS had been unclear in its final response as it *"appeared to uphold my request to reject"*. I've considered the contents of this again. But I don't agree the response indicates that BMWFS agreed to the rejection of the motorbike.

Mr C said he thought it was highly likely that the vibration would still be present if he collected the motorbike. And he said this would lead to another round of complaints. I do understand the point Mr C makes here. But I still haven't seen any evidence to suggest the issue was unresolved.

Mr C said if he signed a form when the motorbike was recovered, then he only saw this briefly. And he said he told the recovery driver he no longer wanted the motorbike. He also explained he asked to reject the motorbike a day later. I've thought carefully about this point. And I do appreciate the timescales are very short in this specific case. But, I still haven't seen Mr C asked to reject the motorbike until after repairs had already begun.

I want to reassure Mr C that I've carefully considered everything else he said. And I've thought about all of the information and evidence on the case again. But having done so, I still think what I set out in my provisional decision is fair and reasonable.

My final decision

My final decision is that I uphold this complaint.

I instruct BMW Financial Services(GB) Limited to put things right by paying Mr C £250.

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

John Bower
Ombudsman