

## **The complaint**

Mr W complains about the quality of a car he has been financing through an agreement with BMW FINANCIAL SERVICES (GB) LIMITED (who I'll call BMWFS).

## **What happened**

In March 2024 Mr W took receipt of a new car. Within weeks he says he noticed imperfections in the alloy wheels. The dealership was unable to source a full set of replacement wheels. They ordered 20 from the manufacturer and only two were deemed to be defect free.

Mr W complained to BMWFS in October 2024. They offered some goodwill payments but were not prepared to exchange the wheels as the manufacturer confirmed they were of acceptable production standard.

Mr W was unhappy with the offer, so he referred his complaint to this service. Our investigator didn't think the wheels were of an acceptable standard. He noted Mr W wanted to keep the car and he suggested that BMWFS allow him to source replacement alloys of a different style, himself and that they should refund that cost. He also suggested that BMWFS should pay him £400 to compensate him for the distress and inconvenience caused.

BMWFS didn't agree to that proposal, so the complaint has been referred to me, an ombudsman, to make a 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.

I agree with the investigator's view of this complaint and for broadly the same reasons. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr W acquired his car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then BMWFS, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory

taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr S. The car here was brand-new so I don't think a reasonable person would expect it to have any faults and given the cost of the vehicle I think the quality expectations would be high.

My research indicates that there is no specific technical standard governing the cosmetic finish of alloy wheels, and neither party has provided one. Based on available information, defects such as cracked lacquer, pitting, or uneven paint thickness on new alloys would generally be considered unacceptable. A smooth, uniform, mirror-like finish is typically expected. After reviewing the photographs submitted by Mr W, I can see evidence of cracked lacquer and pitting. Mr W also reports areas of thin paint, although I haven't seen further evidence to confirm this. While the manufacturer may claim these imperfections fall within normal variation, no supporting technical documentation has been provided. On balance, I'm persuaded that the alloy wheels on Mr W's car were not of acceptable quality.

Mr W wishes to keep the car and has requested to replace the current alloy wheels with a different style of original equipment that he says is less expensive. This seems reasonable, given that previous attempts to source acceptable replacements have failed and the new wheels—being matt black—are not subject to the same mirror-like finish requirements. Therefore, BMWFS should either source and fit the alternative wheels Mr W has identified, or allow him to purchase them himself and reimburse the cost. The reimbursement should not exceed the cost of the wheels currently fitted.

Mr W has been inconvenienced by these issues. He's had to return the car to the dealership, and he's engaged in lengthy communication to prove his point when I think the matter could have been resolved earlier. The issue will have spoiled his enjoyment of the car. I think BMWFS should, therefore, pay him £400 in compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons I've given above, I uphold this complaint and tell BMW FINANCIAL SERVICES (GB) LIMITED to:

- Source and fit replacement wheels of the type Mr W has mentioned to us or allow Mr W to source them and refund the cost. The cost of the wheels should be no more than it would cost to purchase a set of those currently fitted.
- Pay Mr W £400 to compensate him for the distress and inconvenience he's experienced.
- Remove any adverse reports they may have made to Mr W's credit file in relation to these issues.

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

Phillip McMahon  
**Ombudsman**