

The complaint

Mr F is unhappy that a car supplied to him under a hire purchase agreement with BMW Financial Services (GB) Limited ('BMWFS') was of an unsatisfactory quality.

What happened

On 26 September 2024, Mr F was supplied with a new car through a hire purchase agreement with BMWFS. He paid an advance payment of £7,500 and the agreement was for £76,932.50 over 48 months; with 47 monthly payments of £1,035.06 and a final payment of £39,545.91.

On the day Mr F collected the car, and shortly after he left the supplying dealership, the car displayed a warning message. Mr F returned the car to the dealership the following day, and they diagnosed condensation in the oil. So, the oil was changed. However, Mr F believes that it was the oil pump that failed and needed replacement. He believes that this might have caused oil starvation, which may cause the engine to fail at a later date.

Mr F also said he'd had a warning message relating to the tailgate. When this was inspected it was noted the tailgate used spindle drives and not hydraulics, and they suggested that the hinges and seals needed to be cleaned, lubricated, and monitored for any problems.

Following this, Mr F had no further issues with the oil or the tailgate. However, Mr F was unhappy with the paintwork, stating there was discolouration which was getting worse over time. So, he complained to BMWFS.

BMWFS arranged for the car to be inspected by a manufacturer's paintwork technician. This inspection took place on 9 January 2025, and the technician said there was "*zero evidence*" of any paint rework, with all paint thicknesses being within tolerance. They also said that the texture and finish were consistent with a factory finish. And that the colour of the car reacts tonally with light and reflection so "*the optical effects of light and panel shape/angle [gives] the impression there are tonal differences in colour.*"

Based on this inspection, BMWFS didn't uphold Mr F's complaint. Mr F wasn't happy with BMWFS's response, and he brought his complaint to the Financial Ombudsman Service for investigation.

Our investigator said that, while there was an issue with the oil when the car was supplied to Mr F, this was resolved by an oil change, and there was no indication any further works were carried out on the car. What's more, there have been no further instances of issues with the oil or tailgate, and Mr F has been able to drive the car for more than 10,000 miles.

The investigator also said that the expert had confirmed there was nothing wrong with the paintwork. As such, they said BMWFS didn't need to do anything more.

Mr F didn't agree with the investigator's opinion. He said that the information he'd obtained about the dealership's repair to the car showed that the oil pump system failed and, had he known that, he would've rejected the car at that time. He also said that the tailgate issue had

been repaired without his permission, and that he'd never been provided with a copy of the paintwork report. Finally, Mr F referred to another decision made by the Financial Ombudsman Service which he believes supports his request to be able to reject the car.

Mr F was provided with a copy of the paintwork report and given an opportunity to provide any comments he had on this. After receiving this evidence, Mr F didn't make any further comments. Nor has he indicated that he will be making further comments, or that he will be commissioning a separate report to dispute the manufacturer's findings. So, the matter 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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr F was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, BMWFS are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless BMWFS can show otherwise. So, if I thought the car was faulty when Mr F took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask BMWFS to put this right.

While I recognise Mr F has made reference to other decisions the Financial Ombudsman Service has made, a crucial part of our service and the way we consider complaints is that we consider each complaint on its own merits and its own individual circumstances. So, my decision won't be impacted in any way by any decision made on a different complaint, no matter how similar Mr F feels the situation is.

oil / oil pump

I've seen the information Mr F has provided, following a Data Subject Access Request, when he asked for evidence of the work that was done on the car when he returned it to the dealership. And the vehicle warranty data document shows a defect code was identified at 142km (88 miles) relating to "*oil pump / oil vacuum pump / oil pump counterbalance shaft unit (including control line).*"

I've also seen the associated job card, dated 28 September 2024, when the car had done 88 miles. This identifies the same defect code, with the same explanation as to what this code means. Given these documents, I'm satisfied there was a fault code relating to the oil.

However, just because the manufacturer have a description of "*oil pump / oil vacuum pump / oil pump counterbalance shaft unit (including control line)*" linked to the fault code, this doesn't mean that, to resolve whatever issue may be causing the fault code, the oil pump, oil vacuum pump, and/or oil pump counterbalance shaft unit (including the control line) needs to be replaced. As it's not reasonable to expect any car to have sensors and individual fault codes for each and every part on the car, including fluids, the fault code is designed to identify, as far as is reasonably possible, the system or parts that need to be investigated.

The job card shows that the oil system was investigated, and that the oil and filter were replaced as condensation had caused emulsification. I have seen no evidence to show me that the oil pump, oil vacuum pump, and/or oil pump counterbalance shaft unit (including the control line) were replaced on the car.

Mr F has voiced his concern that the engine suffered from oil starvation that would've resulted in premature wear. This is something he's said can only be identified by an inspection. However, I haven't seen anything, for example a report from an independent engineer or garage, that shows there was a replacement of any major parts within the oil system, that the engine suffered from any oil starvation, or that the engine is suffering from premature wear.

As such, based on what I've seen, I'm satisfied that the oil and filter were replaced as a result of condensation-based emulsification, and that no other work was carried out on the oil system. And, as there has been no further evidence of any oil related incident with the car, the single chance of repair allowable under the CRA was carried out successfully.

Therefore, Mr F doesn't have the right to reject the car, and BMWFS don't need to take any further action.

tailgate

The job card I've referred to above also lists all Check Control messages produced by the car in the first 88 miles. And, at 20 miles, there was the message "*tailgate open. Please close.*" Based on the mileage and Mr F's testimony, this message appeared shortly after he collected the car from the dealership. And there is no evidence this message occurred again within the initial 88 miles, or at any point since.

If there was an issue with the tailgate not closing correctly, I would expect this message to constantly appear. Which it hasn't. And, when the tailgate was looked at by the manufacturer's technician in January 2025, they said there were no issues.

While Mr F believes a repair has taken place without his knowledge or authority, the lack of an ongoing warning message means that was highly unlikely to be the case. Instead, I think it's more likely that the tailgate was opened, either just before Mr F collected the car, or when he was inspecting it on collection, and it was not closed correctly. This caused the warning message at 20 miles. And, once the tailgate was closed correctly, this warning disappeared. Therefore, I'm not satisfied there was ever a fault with the tailgate, and BMWFS don't need to do anything about this.

paintwork

Mr F's comments are clear that he's unhappy with the paintwork, and he says there are non-matching panels with advancing discolouration. However, the manufacturer's technician has inspected the paintwork and found it to be within tolerance, with the seeming non-match and discolouration being a characteristic of a combination of the paint colour, its reflectiveness, and the panels shapes and alignment.

While I've noted that Mr F didn't see an actual copy of this report until recently, in their complaint response letter of 29 January 2025, BMWFS detailed the findings of the report. So, Mr F has been reasonably aware of what the outcome of this was for over nine months. During that time, he hasn't provided anything, for example an opinion from a paintwork specialist, that disagrees with the manufacturer's findings.

So, I haven't seen anything that shows me there was a fault with the paintwork on the car when it was supplied to Mr F. And, while I appreciate this will come as a disappointment to him, I won't be asking BMWFS to take any further action.

My final decision

For the reasons explained, I don't uphold Mr F's complaint about BMW Financial Services (GB) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 10 December 2025.

Andrew Burford
Ombudsman