

## **complaint**

Mr L complains that a motorbike he bought with finance from BMW Financial Services (GB) Limited (BMW FS) was not fit for purpose.

## **background**

Shortly after Mr L bought a two-year-old motorbike he experienced several problems. He says it failed to start on two occasions, that the key got stuck in the fuel cap and that intermittently it didn't engage gear. He wanted to reject the bike and receive a refund on monies paid.

BMW FS said it arranged for the bike to be assessed and that the garage only identified the issue with the fuel cap. It said Mr L collected the bike before any repairs could be carried out.

Our adjudicator recommended that the complaint should be upheld in part. He found there was a known "hot start" issue that could have affected Mr L's bike and he was satisfied that that, and the issue with the fuel cap key, had been there at the time of purchase. Therefore he recommended BMW FS should arrange for those issues to be resolved and to pay Mr L £100 for the inconvenience.

BMW FS agreed to repair the faults, but it said it did not consider it should pay Mr L additional compensation as he had refused to authorise any repairs earlier.

Mr L responded to say, in summary, that he had not ridden the bike for two of the six months because of the issues. In particular he was concerned about the safety implications when the bike did not engage gear. He added that BMW FS's refusal to pay compensation was indicative of the ongoing poor service he'd received and the garage chose not to carry out the repairs and seemed to have tested for the wrong gearbox fault.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Much like the adjudicator, I am satisfied that the issues with the hot-starting and fuel cap key were present at the point of sale. So I consider it fair and reasonable that BMW FS should arrange to have these fixed, as it has agreed to do.

I acknowledge that Mr L says there was also an issue with the gearbox which, he says, made the bike unsafe to ride. However, BMW FS has said the garage was unable to replicate the fault Mr L describes and has suggested the gear change mechanism may work slightly differently to the way in which Mr L expected. Either way, I cannot safely conclude that there is a fault with the bike's gearbox.

Mr L says he hasn't had the benefit of the bike for almost four months now as he believes it is unsafe. I acknowledge that BMW FS says it was not responsible for Mr L's inconvenience because, it says, he did not authorise the repairs earlier. However, I do find that it took BMW FS almost a month to arrange for the bike to be assessed after the faults were reported by Mr L. In that regard, I consider the £100 compensation suggested by the adjudicator to be fair and reasonable.

**my final decision**

My decision is that BMW Financial Services (GB) Limited should repair the stiff fuel cap and remedy the hot-start issue, as it has agreed to do. It should also pay Mr L £100 for the inconvenience caused by poor customer service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 9 November 2015.

Amanda Williams  
**ombudsman**