

complaint

Mrs L complains about a car she bought from BMW Financial Services (GB) Limited under a hire purchase agreement.

background

Mrs L bought a car under a hire purchase agreement in November 2011. She understood that the car was manufactured in 2008, but was not registered until 2011. It later became apparent during a warranty claim in 2013, that the car had been first registered in 2008, and used as a demonstrator. Mrs L is also unhappy that the chassis number on the agreement is different to the one in the car.

Mrs L complained to BMW. It said that she signed a statement when she bought the car. This confirmed that she was aware that the car was built in 2008, and had been used as a demonstrator in Germany since that date.

Mrs L was not happy with this response and brought a complaint to us to consider.

The adjudicator did not recommend that the complaint should be upheld. She did not consider that the car had been mis-sold to Mrs L. The adjudicator concluded that the statement given to Mrs L to sign before she bought the car confirmed that it had been manufactured in 2008, and used as a demonstrator since then.

The adjudicator considered that any queries regarding the car's registration date on three different V5 documents had to be clarified by the DVLA.

The adjudicator did not agree that Mrs L had paid more for the car than it was worth. Further she did not consider that the incorrect chassis number on the agreement meant that the car was mis-sold to Mrs L.

Mrs L is not happy to accept the adjudicator's recommendation. She says that she would not have bought the car if she had known it was a 2008 model, and she paid too much for it. The car is worth much less now than if it had been a 2011 model. Further she has not seen a form where she initialled to agree to a different chassis number.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mis-selling

I appreciate that Mrs L was of the understanding that she had bought a car that was manufactured in 2011. When she bought the car, she signed a statement which confirmed the following:

- The car was not a current model or 2011
- The car was built in December 2008
- The car is a 2008/2009 model
- The car had been a display/show/demo model in Germany
- The date of its first UK registration was June 2011.

I consider that it should have been clear to Mrs L from the above that the car was not a 2011 model. She was buying a car that had been manufactured three years earlier, and it had been used since that date for sales purposes.

In light of the above statement signed by Mrs L, I do not find that the car was mis-sold to her. I consider that the correct manufacture and registration details were pointed out to her before she agreed to buy it.

I note that Mrs L does not recall initialling a change to the chassis number in the agreement. This does not however affect my view that the car was not mis-sold.

I agree that the registration date is confusing. The documents note that it was first registered in 2011. This is however confirming the first UK registration date. From the above statement however, Mrs L should have been aware that the car had been used before 2011.

Faults

Mrs L is unhappy with faults on the car. A number have been repaired free of charge. I note that the car had been tested over three days but it has not been possible to identify any further faults. Further Mrs L complained about the problems in 2013 after she had driven the car for 36,101 miles. I find that the car was of satisfactory quality when it was sold to Mrs L. I do not consider that she would have been able to carry out this amount of mileage if it was not.

V5

I agree with the adjudicator that any queries regarding the information on the V5 are better dealt with by the DVLA who issued these documents.

my final decision

My final decision is that I do not uphold this complaint.

Rosemary Lloyd
ombudsman