

## **The complaint**

Mr C complains about a car he acquired under a hire purchase agreement he had with BMW Financial Services (GB) Limited ("BMWFS").

## **What happened**

In October 2022 Mr C entered into a hire purchase agreement with BMWFS concerning a new car. About three weeks later he asked to reject the car. The car has a feature called "lane departure warning", which causes the steering wheel to vibrate as a warning whenever the car detects that it is leaving the road or its driving lane, unless the indicator is used. This feature can be turned off, but the default setting is that it is on, and so each time the engine is started it automatically activates; it can't be permanently switched off. And when it is turned off, this also disables other useful features which Mr C would prefer to keep. He said this was not an issue with other BMW models sold in the UK. He found this to be "totally unacceptable". He also complained that another feature, "steering intervention," was not available on his model.

BMWFS did not agree to let Mr C reject the car. It said that he would only be entitled to do this if the car had a fault, and this was not a fault but a deliberate design feature. It said that this was explained in the owner's manual, which was published and available in the public domain. It told him that it was the responsibility of customers to research a car before they choose it. He had also had the opportunity to test drive the car. It added that it has never promised that all of its models will have identical features.

Being dissatisfied with that answer, Mr C referred this complaint to our service. He insisted that the owner's manual had not been available to him until he acquired the car. He argued that a characteristic of a car can still amount to a fault – specifically, the fact that turning off the lane departure warning also deactivates other features such as the forward collision warning.

Our investigator did not uphold this complaint. He quoted some passages from the owner's manual which explained that the lane departure warning feature is automatically activated at the start of every journey, that it can't be turned off permanently, and that no warning occurs if the indicator is used before manoeuvring.

Mr C did not accept the investigator's opinion. He maintained that the car still had a fault. He asked for an ombudsman's 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.

Having done so, I do not uphold it, for broadly the same reasons the investigator gave.

Mr C is only entitled to reject the car if the car was faulty when he acquired it. I accept Mr C's argument that a fault does not have to be mechanical in nature, and that faulty software is

enough. But I do not agree that the matters he is complaining about amount to faults, because the software is functioning as intended. And just because other models of BMW are different, that does not mean that this model is faulty.

The steering intervention feature is not available on all BMW models. The fact that it is not available on Mr C's model is not a fault. And while Mr C finds the lane departure warning feature objectionable, that does not mean that it is faulty. Nor does the fact that it can only be switched off by turning off other features as well.

I understand that the lane departure warning feature serves as a driver safety alert and is only triggered when, for example, the indicator is not used. And if it is triggered, it stops if the indicator is then used.

For these reasons, I am satisfied that BMWFS did nothing wrong when it declined to let Mr C reject the car.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 24 August 2023.

Richard Wood  
**Ombudsman**