

## **complaint**

Mr F's unhappy that his new motor cycle, bought with finance from Black Horse Limited, is faulty. He wants it replaced.

## **background**

Black Horse said in its final response that Mr F bought the motor cycle in April 2014. After its 10,000 mile service at a third party garage a problem developed. Black Horse said the dealer hadn't seen the motor cycle since it was sold. The third party garage found the engine had been overrun and developed carbon build up around the engine cases. It says the engine needs to be stripped, cleaned and possibly vapour blasted. And it says the reason for the deposits is due to customer mis-use. An independent engineer has inspected the motor cycle, found the fault and said it wouldn't have been present or developing at the point of sale. And previous work hadn't contributed to the fault. So, Black Horse isn't able to assist.

Our adjudicator felt this complaint shouldn't be upheld. She said:

- The dealership hadn't seen the motorcycle since it was bought and Mr F didn't contact Black Horse about the overheating issue previously.
- The garage that did the repairs found no evidence of overheating. The cooling system was operating correctly. But in every service the screen filters were found to be dirty and the internal parts of the engine were heavily carbonated. It also recommended more regular oil changes as Mr F told it he rides the motor cycle aggressively. The faults wouldn't have been present at the point of sale.
- The independent engineer also noted that an oil change and valve clearance check hadn't been done on time. Engine oil also hadn't been changed in between services. The independent engineer concluded the fault wouldn't have been developing or present at the point of sale.
- So, she can't fairly recommend Black Horse should do anymore.

Mr F has asked for an ombudsman review. He says he didn't tell the garage he drove aggressively. It'd pointed out to him the poor state of the oil and said he must be absolutely thrashing it. It said to replace the oil between services. The overheating issue was overlooked. It was there from the start. The cooling fan didn't come on. He wants to be released from his agreement and refunded some payments.

## **my findings**

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 adjudicator's conclusions for the same reasons.

Taking everything into account - including the time and mileage since Mr F bought the motor cycle, the third party garage's comments and the independent engineer's report and conclusions - I don't think I can reasonably conclude on balance that the overheating fault was present at the point of sale.

Overall, although I recognise Mr F's frustration, I don't think I can fairly require Black Horse to allow him to end the finance agreement or refund any payments or expenses as he'd like. And I don't see any compelling reason to change the proposed outcome in this case.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 12 January 2017.

Stephen Cooper  
**ombudsman**