

## **complaint**

Mr S complains that a bike he bought with a loan from FirstRand Bank Limited (trading as Motonovo) was faulty.

## **background**

In July 2014, Mr S took delivery of a new bike under a hire-purchase agreement. In June 2015, he complained about a serious problem with the brakes.

Motonovo says Mr S hasn't provided any evidence to show that the faults were present at the point of delivery.

Our adjudicator didn't recommend that Mr S's complaint should succeed because she wasn't satisfied that the bike was faulty from the beginning.

Mr S has asked for his complaint to be referred to an ombudsman.

## **my findings**

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 am unable to uphold Mr S's complaint for the reasons I give below.

Mr S says he began experiencing problems with his bike early on. He describes them in an email he sent to the manufacturer about the brakes. He says he paid for the repairs himself because the dealer was difficult to get hold of. He hasn't provided any other information about these earlier problems, or evidence of the repairs.

Mr S says the brakes then started to fail. He says he bought brake pads, but he couldn't afford the repairs, so the bike sat on his driveway for several months. He has forwarded an email exchange from February of this year relating to the purchase of brake pads.

When he eventually called out the mechanic, Mr S says he discovered the brake disc wasn't touching correctly with the brake pad. He contacted the manufacturer who thought the wrong brake disc had been fitted. The manufacturer advised Mr S to return the bike to the supplier, but he didn't do so.

Mr S has since obtained two reports from a motorcycle garage which briefly describe the problems with the brakes. Neither report says whether the problems were there from manufacture.

I have taken into account all the information Mr S has provided. But, in my view, there isn't clear evidence that the defects were present when he bought the bike. Neither the manufacturer nor the motorcycle garage reports help Mr S in this respect.

In addition, Mr S had the opportunity to take the bike back to the dealer, but he didn't. This has denied the dealer and Motonovo the opportunity to examine the bike and comment on its condition. Given the seriousness of Mr S's claim this would have been a reasonable thing for him to do.

For these reasons I am unable to ask Motonovo to reimburse the expenses he is claiming.

**my final decision**

My final decision is that I do not uphold Mr S's complaint against FirstRand Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 January 2016.

Athena Pavlou  
**ombudsman**