

## **complaint**

Mr C complains about a loan agreement arranged by Rossendale Motorcycles Limited. He says he signed up to the loan without understanding what he was doing.

## **background**

In April 2009 Mr C suffered a head injury. In May 2009 he bought a powerful motorbike from Rossendale, which brokered a fixed-sum loan agreement with a finance provider.

Mr C's driving licence was suspended on medical grounds several months after he bought the motorbike. It was later reinstated. The motorbike was written off in an accident some time later and Mr C then used the insurance money to buy a car.

In September 2010 Mr C was made redundant, after which he had difficulty making the monthly payments to the loan. There is still a balance outstanding on the loan, which the finance provider wants Mr C to pay.

In 2011 Mr C complained to Rossendale that his injuries meant he did not know what he was doing when he signed up to the loan. He wants Rossendale to settle the outstanding loan balance.

Our adjudicator did not uphold the complaint. She accepted Mr C's medical consultant's opinion that he was unlikely to have understood the consequences of what he was signing up to. But she did not think Rossendale was likely to have been aware of Mr C's medical condition. So she did not think Rossendale had acted wrongly by arranging the loan.

Mr C says he does not recall mentioning his condition to Rossendale. But he thinks it should have questioned his purchase, given his changed appearance, weight loss and the fact that he struggled with the weight of the heavy motorbike.

## **my findings**

I have considered what Mr C has said and provided, to decide what is fair and reasonable in the circumstances. Despite requests, Rossendale has not provided any information to us – although we have obtained some paperwork from the finance provider about the loan Mr C entered into. Having considered the available evidence carefully, I do not uphold this complaint.

I accept, from the medical evidence and also the comments provided by Mr C's consultant, that Mr C may not have understood what he was doing when he signed up to the loan. But I also have to take into consideration the consultant's comments that Mr C's condition would not have been physically apparent.

Mr C seems to accept that he did not mention his condition to Rossendale. I have considered why he feels Rossendale should still have questioned his purchase, based on changes to his appearance. However, given the comments from the medical consultant, I don't think I could reasonably say that this should have been enough to alert Rossendale to a potential concern.

Mr C also says he struggled with the heavy motorbike. However, I think it would be fair to assume that most customers would struggle with the weight of a heavy motorbike. I don't

think the type of bike Mr C bought should have been enough to prompt Rossendale to ask him further questions. This is especially so given that Mr C says he has bought motorbikes from Rossendale in the past.

Mr C was able to maintain the payments to the agreement until he was made redundant, which suggests the loan was affordable when it was arranged. Mr C also used the motorbike for some time until his license was suspended – and continued to use it after his licence was restored. Following a collision, the motorbike was written off and Mr C made an insurance claim. He then used that money to buy a car, which as far as I'm aware he is still using. So he has had the benefit of the loan.

In all the circumstances I am not persuaded that Rossendale acted incorrectly by arranging this loan for Mr C. So I cannot fairly direct Rossendale to settle the outstanding balance of the loan, as Mr C has asked.

If Mr C is still experiencing financial difficulties he may find it helpful to contact the finance provider to explain his position. It should then deal with him positively and sympathetically; which may include coming to an affordable payment arrangement, depending on his current financial circumstances.

**my final decision**

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

Dawn Griffiths  
**ombudsman**