

## **The complaint**

Mr C complains about a motorbike he acquired with credit provided by Close Brothers Limited, trading as Close Brothers Motor Finance.

## **What happened**

In May 2023 Mr C entered into a regulated conditional sale agreement with Close Brothers in respect of a used motorbike. The bike was 16 years old and its mileage was 19,327 miles. While riding it home for the first time, Mr C thought the brakes were unresponsive, and he found one of the bolts to be so loose that it fell off when he touched it, and he had to tighten it several times on the way home. He asked to cancel the agreement and return the bike. He provided a video of the brake lever.

The dealership tested the brakes, and found nothing wrong with them. Close Brothers then arranged for an independent inspection, which came to the same conclusion, and added that the bike's overall condition was satisfactory considering its age and mileage. Mr C's video did not affect this conclusion. Therefore Close Brothers declined Mr C's request.

Mr C brought this complaint to our service. He said that his contract states that he has a right to cancel it without giving a reason, provided that he does so within 14 days, and he had met that deadline. Meanwhile Close Brothers terminated his agreement for non-payment.

Our investigator did not uphold this complaint. Based on the findings of the two inspections, he accepted that the bike had been of satisfactory quality when it was collected by Mr C. he drew support for that conclusion from the fact that the bike had passed its MOT test in February 2023., when its mileage was 19,298 – only 29 miles before Mr C acquired it.

As for the 14-day withdrawal period, the investigator explained that this only applied to the finance agreement and not to the purchase of the motorbike. If Mr C had exercised that right, it wouldn't have entitled him to reject the bike, it would only have meant that he would have had to find another way to pay for it.

Mr C 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.

I have read the independent report, and the author's supplementary email about Mr C's video of the brake lever. The expert has over 20 years of experience in his field, and I have no reason to doubt his conclusions. I accept his findings. So I find that the motorbike was of satisfactory quality at the point of sale. It follows that Mr C had no right to reject the bike under the Consumer Rights Act 2015.

Turning to his point about the 14-day withdrawal period, the agreement says this about it:

“If you exercise your right to withdraw you are withdrawing from the credit only and not the purchase of the goods. You are then required to repay the total amount of credit and the accrued interest. ... You must repay the amount owed without delay and no later than 30 calendar days beginning the day after giving notice of withdrawal.”<sup>1</sup>

So this wouldn't have given Mr C a way to return the bike and get a refund. It would have just meant he would still have to pay for the bike's full price in one go instead of spreading it out over four years. That wouldn't have achieved what he wanted.

So I'm satisfied that Close Brothers has not done anything wrong.

### **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 6 November 2024.

Richard Wood  
**Ombudsman**

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<sup>1</sup> This paragraph summarises the effect of section 66A of the Consumer Credit Act 1974.