

## **The complaint**

Mr W complains about the quality of a motorbike he has been funding through an agreement with Moneybarn No. 1 Limited (Moneybarn).

## **What happened**

Mr W took receipt of a used motorbike in September 2023. He funded the deal through a conditional sale agreement with Moneybarn.

In May 2024 he complained to Moneybarn about the motorbike's quality. Moneybarn didn't uphold Mr W's complaint as they said he hadn't provided sufficient evidence it was faulty when it was supplied to him. Our investigator also didn't think Mr W had provided sufficient evidence that there was a fault Moneybarn could reasonably be held responsible for.

Mr W disagreed so his complaint has been referred to me, an ombudsman, for a final 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 know it will disappoint Mr W, but I'm not upholding this complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr W acquired his motorbike under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the vehicle should have been of satisfactory quality when supplied. If it wasn't then Moneybarn, who are also the supplier of the vehicle, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a motorbike the other relevant circumstances would include things like the age and mileage at the time it was supplied to Mr W. The motorbike here was about four years old and had already completed about 19,500 miles.

An old motorbike with a high mileage will not be expected to be as good as a newer one with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

The relevant legislation explains that if the fault occurs within the first six months, we are to assume it was present at the point of supply, when Moneybarn were responsible for the vehicle's quality, unless they can demonstrate otherwise. But here, the fault wasn't reported until Mr W had been in possession of the motorbike for about eight months and in those circumstances, I think the onus is on him to demonstrate there is a fault with the vehicle and that the fault was present or developing when it was supplied to him.

I'm not persuaded Mr W has been able to do that. While the odometer reading shows he's had little use of the bike I don't think that demonstrates there's a fault with it. Mr W has explained that a garage has told him there are metal shavings in the engine and that there may be a crank or big end failure, but I've not seen a report to corroborate that testimony.

I don't, therefore, think Moneybarn were unreasonable to reject his complaint and I'm not asking them to take any action.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 May 2025.

Phillip McMahon  
**Ombudsman**