

The complaint

Mr M complains about the quality of a motorbike he has been financing through an agreement with FIRST RESPONSE FINANCE LIMITED (who I'll call First Response).

What happened

Mr M took receipt of a new bike in June 2025. He financed the deal through a hire purchase agreement with First Response. Mr M had problems with the bike. He had difficulty selecting gears and on one occasion the bike jumped into neutral. He took it back to the dealership and they attempted a repair that Mr M says didn't work.

Mr M complained to First Response he told them he'd returned the bike to the dealership as he wanted to invoke his short term right to reject it. The dealership inspected the bike again and said there was nothing wrong with it. First Direct commissioned an independent inspection but when the inspector explained the bike was free from mechanical defect, they rejected Mr M's complaint.

Mr M referred his complaint to this service but our investigator didn't think there was cause to uphold it. She wasn't persuaded there was sufficient evidence the bike had a fault. Mr M didn't agree and he asked for a decision by an ombudsman.

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 agree with the investigator's view of this complaint and for broadly the same reasons.

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 M acquired his bike under a hire purchase agreement, which is a regulated consumer credit agreement. This means our service is able to consider complaints about it. Under the Consumer Rights Act (2015), the bike must have been of satisfactory quality when supplied. It was a new bike so I don't think a reasonable person would expect it to have any faults. The legislation requires us to assess whether the bike's condition at the time of supply met reasonable expectations for a vehicle of that age, mileage, and price. If it didn't then First Response, as the supplier, would be responsible.

The independent inspector inspected the bike on 30 July 2025 and said:

“the gearbox operation was found to be consistent with manufacturer design and free from defect” and “the gearbox action was new, firm in action, and positive in selection...No faults were identified with neutral location or gear selection either stationary or on the move”

I have reviewed the video evidence provided by Mr M, which appears to show the bike failing to engage gears while the engine is running and the bike is stationary. I have also considered his concern that the bike may have been repaired at the dealership without his knowledge, as well as the dealership’s testimony and supporting video evidence that the bike is functioning correctly. On balance, I find the business has demonstrated that the bike is free from fault. This is because the independent report, prepared by an experienced engineer who provided a statement of truth confirming their duty to the court, is the most reliable evidence available. The engineer carried out a two-mile test ride and stationary gear checks, and concluded that the gearbox was operating as designed and free from defects. I have seen no evidence to support Mr M’s suggestion that the bike was repaired without his knowledge. Mr M had a short-term right to reject the bike within 30 days if it was faulty. However, as I am not persuaded that a fault exists, I consider First Response’s decision to deny that right to be reasonable.

Since Mr M referred his complaint to this service, there have been issues with him recovering the bike from the dealership, which is insisting on storage charges. As I am not upholding Mr M’s complaint, and no complaint has been raised with First Response about these charges, I consider this matter to be between Mr M and the dealership. In the absence of evidence that the bike is of unsatisfactory quality, I will not comment further on these issues. I understand that First Response is in contact with the dealership to try to reach an agreement, but this is not something our service would consider.

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 M to accept or reject my decision before 30 December 2025.

Phillip McMahon
Ombudsman