

## **The complaint**

Mr B complains about a used car he acquired through a conditional sale agreement with Moneybarn No. 1 Limited. He is unhappy that he experienced problems with the car shortly after acquiring it and that he has incurred repair costs to resolve issues with the ignition coils.

## **What happened**

Around the end of January 2023 Mr B acquired a used car. The car was around 12 years old and according to the conditional sale agreement, had travelled 50,000 miles. Mr B says he experienced problems with the car shortly after taking possession and the supplying garage did some repairs to the car. The car's four spark plugs were replaced and Mr B says that some of the car's ignition coils were swapped. An invoice shows the new spark plugs were replaced at the beginning of March 2023.

Mr B says he believes the coils should have been replaced but his request for this was denied. Mr B continued to use the car but within a few months the car suffered further problems. The roadside recovery report of 15 July 2023 refers to, amongst other things, cylinders one and two misfiring.

Mr B says that he then had to replace the ignition coils at his own cost and despite complaining to Moneybarn about the quality of the car, he has not been refunded the cost of the coils. Unhappy with Moneybarn's response, Mr B complained to our service, where his complaint was considered by one of our investigators. They explained why they did not consider Mr B's complaint should be upheld. As the complaint could not be resolved informally, it was passed to me to consider.

I asked the investigator to ask Mr B if he was able to provide any further supporting evidence to show the coils were replaced and he paid for them. No further documents or supporting evidence has been provided to show when the coils were replaced, or how much Mr B paid for this.

## **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.

Mr B acquired a used car through the conditional sale agreement with Moneybarn and I understand the car was around 12 years old and had travelled 50,000 miles when Mr B got it. As the supplier of the car to Mr B through the conditional sale agreement, Moneybarn can be held responsible if the car was not of satisfactory quality, as set out in the Consumer Rights Act 2015. That does not mean Moneybarn is responsible for all repair and maintenance costs, but it could be responsible for any costs where the car was found not to have been of satisfactory quality.

There appears to be no dispute that Mr B had issues with the car shortly after acquiring it. The invoice shows the four spark plugs were replaced and despite Mr B's concerns about

this fixing the issue, the car does appear to have been working well after that repair. The breakdown report that refers to cylinders one and two misfiring was not until mid July, around four and a half months after the spark plugs were replaced. By that time, the car appears to have travelled almost 9,000 miles since it was first supplied to Mr B.

I accept it is possible that by replacing the spark plugs this resolved the issue temporarily, but an underlying issue with the ignition coils remained. However, I think it is unlikely that the car would have continued on without issue for around 9,000 miles and four and a half months if there was an issue at that time with the coils. It is of course possible that the car was not completely without issue during this time but there is no clear supporting evidence of any discussions highlighting the problems.

However, regardless of whether the ignition coils were or were not defective and needed replacing at the time the spark plugs were replaced, for me to uphold this complaint and award Mr B the costs of supplying and fitting the ignition coils I would need to be sufficiently persuaded these were replaced. I would also need to know what the actual cost was to Mr B. Mr B was invited to provide any supporting evidence by the investigator and this invitation was repeated more recently before I issued this decision.

I have noted what Mr B has said about not being able to provide any additional evidence. But even if I was persuaded that Moneybarn was liable for the costs of the replacement ignition coils, without the evidence to demonstrate the coils were actually replaced and Mr B paid for them, I do not consider it would be fair to require Moneybarn to make a payment to Mr B for the undisclosed costs he says he has incurred.

So having considered all that the parties have said and provided, which includes what Mr B has said about not being able to provide further supporting evidence, I am not persuaded there are sufficient grounds to uphold this complaint. Nor therefore do I consider there to be sufficient grounds to instruct Moneybarn to make a payment to Mr B for the costs he says he has incurred.

### **My final decision**

My final decision is that I do not uphold Mr B's complaint against Moneybarn No. 1 Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 November 2024.

Mark Hollands  
**Ombudsman**