

The complaint

Miss J complains about a used car she acquired through a hire purchase agreement with Blue Motor Finance Limited. She is unhappy about a number of issues she's had with the car and that the car has previously been mapped.

What happened

In August 2002 Miss J acquired a used car. The car cost £12,995 and was funded in part by a £5,000 deposit and then £7,995 through a hire purchase agreement with Blue Motor Finance Ltd. Miss J complained about several issues with the car, around its handling, and that she had learnt the car had been mapped at some point before she acquired it.

Miss J complained to Blue Motor Finance and as it didn't uphold her complaint she referred it to our service. One of our investigators set out why they felt the complaint should be upheld and what Blue Motor Finance should do to put things right. At that time Blue Motor Finance accepted the findings of the investigator, as did Miss J. Miss J also said that she had since sold the car and the finance had been repaid.

The investigator issued a revised view setting out different redress, now that the car had been sold. Blue Motor Finance did not accept the revised findings and explained that as Miss J had managed to sell the car without any deductions, this demonstrates the car was working as it should without any issues.

As the complaint could not be resolved informally it has been referred to me for consideration.

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.

Miss J acquired a used car through a hire purchase agreement with Blue Motor Finance. As the supplier of the car Blue Motor Finance is responsible for the quality of the car. These requirements are set out in the Consumer Rights Act 2015, which indicates goods should be of *satisfactory quality*. The Consumer Rights Act also refers to goods being considered to be satisfactory if they meet the standard a reasonable person would consider satisfactory, taking account of, amongst other things, any description of the goods.

Miss J referred to several issues with the car but some of these have been described as more general wear and tear items that would not be unexpected on a car of this age and mileage. I have not seen anything to sufficiently demonstrate the handling issues Miss J referred to demonstrate the car was not of satisfactory quality.

But there is evidence from an independent source that refers to the car having been mapped. I have no reason to doubt this evidence and consider it to be reliable, noting it is a manufacturer approved garage. The report was completed within a short time, two months, after Miss J got the car, and I think it is unlikely that Miss J would have acquired the car, had

the car mapped, then unmapped and then complained about the car because of the mapping. The car had travelled more than 60,000 miles before Miss J acquired it and I think it is more likely than not that the car was mapped prior to Miss J acquiring it.

As the investigator has referred to, and is commonly known, mapping a car is typically done to increase the performance of the car. But this is usually against the manufacturer's recommendations, will often invalidate the manufacturer's warranty and will require the owner to declare on their insurance. The increased or enhanced performance of the car means the car is performing above that originally intended by the manufacturer and will therefore be likely to cause additional strain and wear on a car's components.

There is no conclusive evidence to show the car having been previously mapped has caused more wear and tear on the components to what one would usually expect for a car of this age and mileage. But it is of course possible the car has experienced more wear and tear and could therefore face a greater likelihood of repair costs or possibly catastrophic failure as it ages further. It is therefore for these reasons that a car being previously mapped is something that would reasonably be expected to be made clear when the car is being supplied as it will likely impact on any decision to acquire the car. I have not seen anything to indicate that this was brought to Miss J's attention before acquiring the car and as evidenced by Miss J selling the car, I think it is clear she would not have agreed to acquire the car had she known it was previously mapped.

I consider it reasonable where a car has been mapped, or previously mapped, to expect this to be made clear to a prospective purchaser. It should feature in the description of the car, so the buyer is fully informed about this. I have seen nothing here to indicate the car being previously mapped did feature in any description of the goods and when considering the overall circumstances of this complaint I'm not persuaded the car was actually of satisfactory quality when it was supplied to Miss J.

I have noted what Blue Motor Finance has said about Miss J selling the car and that it believes this demonstrates the car was in good working order. The well known business that bought the car would not have done a comprehensive inspection of the car's engine or diagnostics when agreeing to buy it. And I don't consider it would have therefore known about the car being mapped when it decided the price it would buy the car for. So I am not persuaded this is evidence of the car not being mapped.

Putting things right

Miss J has now sold the car and the finance agreement has been settled. As Blue Motor Finance has argued, Miss J got the market value for the car and while I appreciate the car was not Miss J's to sell, the value is likely to be similar to that which Blue Motor Finance would have achieved had it taken the car back.

Miss J has however lost out as a result of this as she entered into the agreement with a £5,000 deposit and left the agreement with considerably less than this. In the circumstances here I consider it fair and reasonable for Blue Motor Finance to pay Miss J the £2,525.12 that she has lost out having settled the finance agreement.

Miss J has also incurred a £100 expense for having the vehicle inspected and this identified the car had been mapped. So, Miss J should also be refunded this amount.

Miss J has been able to use the car, despite the prior mapping, and the other issues Miss J complained about all appear to be wear and tear items. I do not therefore consider Blue Motor Finance should be required to refund any of the monthly rentals Miss J paid towards the hire purchase agreement. Miss J has however suffered some trouble and upset as a

result of being sold this car and Blue Motor Finance should therefore pay Miss J £100 to reflect this.

Interest at 8% simple per year should be added to the refunded amounts from the date the £100 expense was incurred and when the hire purchase agreement was settled. If the complaint is not settled within 28 days of Miss J accepting this decision, interest at the same rate should be added to the £100 payment for the trouble and upset.

My final decision

My final decision is that I uphold Miss J's complaint and direct Blue Motor Finance to settle the complaint in accordance with what I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 10 November 2023.

Mark Hollands
Ombudsman