

The complaint

Mr A complains that Motability Operations Limited (MOL) failed to update his address details on his car's logbook, in relation to a car that was supplied to him through a Hire Agreement.

What happened

In September 2017, Mr A entered into a hire agreement with MOL.

Mr A complained to MOL because he found that there were around 19 penalty charge notices (PCNs) sent to his previous address, in relation to the car which he hired in September 2017. Mr A said MOL didn't update his address despite him informing them about the change in January 2017.

In July 2021 MOL issued their final response to Mr A's complaint. They didn't uphold it. MOL explained that they changed Mr A's address in January 2017 as requested, so didn't think they were responsible for Mr A not knowing about the PCNs.

Unhappy with their decision Mr A brought his complaint to this service for investigation. Having considered all of the evidence, our investigator said he was satisfied that MOL had the correct address when he acquired the car in September 2017 and so didn't ask them to do anything in relation to this complaint.

Unhappy with the investigator's view, Mr A said that MOL should have updated the V5 logbook for his car. MOL confirmed to our investigator that they received an updated V5 logbook in February 2017, however Mr A remained unhappy with the outcome and asked that his complaint be referred to 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

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.

Having considered all the information, it seems to me Mr A's concerns are centred around MOL's responsibility to ensure the address recorded on the V5 document was correct. So, I've focused my decision on this point.

Within their file submission, MOL confirmed that they'd changed Mr A's address in January 2017 when he informed them. This is recorded on their system notes from that time, and Mr A's address is also showing as correct on the finance agreement that he'd taken out. MOL also confirmed that they updated the Driver and Vehicle Leasing Agency (DVLA) via the V5 logbook with Mr A's new address. So, from the evidence provided I'm satisfied that MOL correctly updated Mr A's address on their system and with the DVLA at that point.

MOL sent us a screenshot of a log, showing they updated the DVLA with Mr A's new address in February 2017. However, this was in relation to a previous vehicle hired by Mr A. When Mr A entered into the new agreement it was the dealer that registered the new vehicle. MOL says they were told by the dealer that it was a possibility that Mr A's address was taken from documentation that was supplied to them at the time by Mr A. MOL also confirmed that a screenshot of the documentation showed it had Mr A's previous address on it.

Due to the time that has passed, the dealer said they weren't able to retrieve the registration documents for Mr A's vehicle, so couldn't confirm for sure which address they'd recorded on the V5 logbook. Mr A said when he requested the vehicle in September 2017, he provided a document with his previous address on it to the dealer so they could confirm his eligibility for a government scheme. Mr A believes the dealer used that document to register his vehicle.

From the information provided, although I can see why Mr A may think this was the dealer's error, I don't think there is enough evidence to say for certain what happened. I'm satisfied from the information provided that MOL changed Mr A's address and updated their systems, so I'm not persuaded that they did anything wrong in the circumstances of this complaint.

I think it's fair to say Mr A and the dealer both had a responsibility to review the information being used to register the vehicle, and if this is how the issue occurred, I don't see how MOL are responsible for this. In section 19.2 of the hire agreement terms and conditions it states that Mr A would be '*responsible for any claims on the vehicle.... arising out of the state condition or use of the vehicle*', so in any case the PCN's would remain Mr A's responsibility to settle or appeal as he sees necessary.

I've carefully thought about the circumstances here. And I recognise Mr A's strength of feeling about this. However, for the reasons given I'm satisfied MOL have acted fairly in the circumstances and so I won't be asking them to do anything in relation to this complaint.

My final decision

Having thought about everything above along with what is fair and reasonable in the circumstances I don't uphold Mr A's complaint about Motability Operations Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 December 2022.

Benjamin John
Ombudsman