

The complaint

Mrs H is unhappy that Motability Operations Limited ('Motability') won't supply her with a specific make and model of car under a regulated hire agreement.

Mrs H has been represented during the claim and complaint process by Mr A. For ease of reference, I will refer to any comments made, or any action taken, by either Mrs H or Mr A as "Mrs H" throughout the decision.

What happened

In March 2020, Mrs H was supplied with a new car through a hire agreement with Motability. She paid an advance payment of £2,899 and the agreement was for a minimum term of 36 months. When the minimum term expired, Mrs H had the option to extend the hire period on the car that had already been supplied, up to a maximum of another two years; or to end the hire agreement and return the car.

In December 2023, Mrs H contacted Motability to explain that, when the agreement ended, she wanted to replace the car with another of the same make and model and start a new agreement (this was something Motability offered), as she'd not been able to find another suitable vehicle under the scheme. However, Motability explained that they no longer supplied this make and model of car – the cars they offered changed on a regular basis, depending on various factors. But they did offer to extend the existing agreement by two years, so Mrs H could keep the car she'd currently been supplied with.

Mrs H wasn't happy with this and said that a family member had recently been supplied with the exact make and model of car she wanted under the Motability scheme. So, she brought her complaint to the Financial Ombudsman Service for investigation.

Our investigator said that Motability aren't required to stock certain vehicles, and the vehicles they offer are entirely at their discretion. So, they didn't think that Motability had acted unfairly by no longer offering the make and model of car Mrs H wanted, even if it had been available under the scheme shortly before Mrs H asked about replacing her car. Given this, and that Motability had offered a lease extension, the investigator didn't think Motability needed to do anything more.

Mrs H didn't agree with the investigator. She said that she'd spoken to Motability about the cars that were available for her, but there was nothing else suitable for her needs. She said that Motability had advised her to keep checking, as the vehicles they have available under the scheme are reviewed and revised every three months. While she accepted this was the case, she said that Motability had provided a family member with the exact make and model of car she wanted in January 2024, even though it wasn't showing as an available option. And she thought this was unfair.

Because Mrs H didn't agree, this matter has been passed to me to make 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mrs H was supplied with a car under a hire agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

Before I address the issue in hand, I think it would be beneficial for me to explain what I consider to be a key point. Mrs H has provided links to the vehicles available through Motability from April 2022 to date. And these clearly show that Motability have historically, and still do, offer the same make and model of car that Mrs H was supplied with in March 2020. However, they don't offer the same trim level as Mrs H was able to obtain in 2020.

This means that Mrs H could, and can still, order a car of the same make and model she currently has. However, this would only be available with 18-inch wheels (Mrs H has 19-inch wheels), and the current trim levels available don't have the panoramic sunroof or leather seats Mrs H currently has (these are the main difference in trim levels, although I accept there may be other minor differences as well).

Motability are not required to stock any particular make and model of car, nor are they required to offer all trim levels in the cars they do supply – the vehicles Motability offer are a business decision and, as they have explained, are based on different variables. This is why they regularly change the vehicles that are available.

It's not the role of the Financial Ombudsman Service to tell Motability what vehicles they should and shouldn't offer to their customers. Nor are we able to tell them they have to offer a specific make and model of car, with a specific trim level, if this is not part of their offering. As such, and while I appreciate this will come as a disappointment to Mrs H, I will not be directing Motability to provide the exact make, model, and trim level of car she wants.

While I understand this will be frustrating for Mrs H, I also understand that it's frustrating that a family member was able to obtain exactly what Mrs H wanted through Motability, when she hasn't been able to do so. I've also noted that Mrs H has said we should look into why this was, and that her family member would agree to this.

While I recognise the point Mrs H is making, a crucial part of our service and the way we consider complaints is that we consider each complaint on its own merits and its own individual circumstances. So, my decision won't be impacted in any way by any decision Motability made in relation to a different customer, even if that person is related to Mrs H and has no objection to us considering the facts.

What I can say is that there could be multiple reasons why Motability happened to have the particular make, model, and trim level of car in stock when Mrs H's relative enquired about it, but this doesn't mean that they would or should have the same make, model, and trim level

of car available if another customer enquired about it – it's quite possible the car supplied to Mrs H's relative was the last one (or one of the last ones) Motability were able to supply.

As such, I don't think Motability have acted unfairly by not supplying Mrs H with the exact make, model, and trim level of car she wants, and I won't be asking them to do anything more.

My final decision

For the reasons explained, I don't uphold Mrs H's complaint about Motability Operations Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 20 February 2025.

Andrew Burford
Ombudsman