

## **The complaint**

Miss R has complained about the supply of a car provided on finance by Motability Operations Limited ("MOL").

## **What happened**

MOL supplied Miss R with a new car on a hire agreement in May 2024. The agreement set out the minimum term and the duration of hire. It explained that the rental would equal her mobility allowance and could change if her allowance changed.

Miss R said that the car was supplied with the wrong number plates. She said this was against the law and she could have received a penalty notice and it would have made her insurance invalid in the event of an accident.

Miss R said that she had to visit a local dealer soon after the car was supplied due to an issue with the lock on the boot, which was repaired. She said she wouldn't have noticed anything with the number plates if that hadn't happened and it could have led to being charged by the police and appearing in court. She said that it could have led to endless implications which would significantly impact her throughout her whole life. She said she had been traumatised significantly which led to sleepless nights of worry and anxiety. She said she felt betrayed as she put her trust in the dealer and MOL were less than supportive and tried to sweep the matter under the carpet.

Miss R also said that the cost of the agreement hadn't been clearly explained to her.

Miss R complained to MOL who apologised for the problem with the number plates and offered £150 compensation. It said that Miss R had been given sufficient information about the cost of the agreement and the issue with the boot had been resolved.

Miss R referred her complaint to our service. An investigator here looked into the complaint and said the offer was fair. She didn't recommend that MOL needed to do anything further to resolve the complaint.

Miss R disagreed. In summary she said:

- Her complaint wasn't being taken seriously
- What happened was against the law, which meant that she had broken the law
- The dealership was responsible for the misconduct
- The event happened, it wasn't a hypothetical situation
- The event had a significant ongoing impact on her mental health due to her vulnerability

The complaint 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.

I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Where the evidence is incomplete or inconclusive (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. MOL is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

Firstly, I am very sorry to hear about the difficulties Miss R has described to this service. I can't imagine how she is feeling but I thank her for bringing her complaint.

I need to make clear that this Service is neither the industry regulator nor a court of law. We don't fine and punish businesses, nor do we award punitive damages. Our role is to assess whether a business has acted fairly and reasonably and, if not, whether it's taken fair steps to put things right.

Miss R made a number of complaint points to MOL, but she's focussed on the complaint about the number plates. She's disagreed with our investigator, but she hasn't added anything further about being misled or the fault with the boot.

For the avoidance of doubt, I agree with our investigator's assessment that the fault with the boot was remedied, and nothing further needed to be done. I also agree that there isn't sufficient evidence to demonstrate that Miss R was misled about the rental payments or the agreement.

What's left for me to decide is whether the offer from MOL fairly resolves things for Miss R.

It isn't in dispute that the wrong number plates were on the car. So, I accept that what happened might have led to serious consequences for Miss R.

MOL is responsible for the supply of the goods, but it isn't directly responsible for the actions of the dealer. So, I can only look into what MOL did rather than directly at what the dealer did. MOL could be responsible for ensuring that the car was roadworthy, which might include the mistake with the number plates.

Unfortunately, errors and complications can occur in the normal course of life and what's important is to ensure that the matter is put right as far as it is possible. In deciding what is fair and reasonable compensation I can't take into account hypotheticals – for instance what might have happened if Miss R had an accident or been charged with an offence. What is important is that the mistake with the number plates has been rectified.

Miss R has described the upset and distress she has suffered from the issues with the number plates in great detail. Particularly, the ongoing impact on her mental health as a vulnerable person. I am very sorry to hear about this. I need to point out that I am unable to

award for long term health issues as a consequential loss. These are known as claims for loss of amenity. If Miss R considers there is a wider claim in relation to her health here, then before accepting any decision by me she might wish to take appropriate legal advice as to how my award (and her acceptance of it) might impact any other claims she might be considering.

No amount of money can change what happened, and deciding compensation isn't a science here. But from what I've seen MOL did try to investigate what happened with the dealer, and it did recognise that Miss R had been inconvenienced and upset by what happened.

Given all the circumstances here, I think compensation of £150 broadly reflects what has happened. Miss R has experienced more inconvenience, worry and upset than I would expect and has made a reasonable effort to sort things out herself.

I think MOL's offer is a fair and reasonable way to resolve the complaint so I'm not directing it to do anything further. But I'm setting out my direction below. If Miss R wants to accept it, she'll be afforded the protection of a legally binding decision. However, if Miss R thinks she can achieve a better outcome through the court, then she doesn't need to accept my decision.

### **My final decision**

Motability Operations Limited has already made an offer of £150 to settle the complaint and I think this offer is fair in the circumstances.

So my decision is that Motability Operations Limited should pay £150 to the extent that it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 20 June 2025.

Caroline Kirby  
**Ombudsman**