

The complaint

Ms B is unhappy with the service provided by Motability Operations Limited (MOL).

Ms B's representative, Mr B, brought the complaint on her behalf. For ease of reading and because the hire agreement was in her name, I'll refer mainly to Ms B. When I refer to what Ms B has said and what MOL has said, it should also be taken to include things said on their behalf.

What happened

The circumstances of the complaint are well known to both parties, so I've summarised what I think are the key events.

In December 2023, Ms B entered into a hire agreement with MO for the supply of a car. The advance rental was £3,199 followed by 39 instalments payable every four weeks. Mr B was the nominee who dealt with MOL on Ms B's behalf due to her disability and need to avoid stress.

Ms B received an email from MOL asking her to contact it. She wasn't free to make direct contact so she emailed back asking MOL to contact Mr B. She then received a letter from MOL, dated 22 May 2024, which she found to be rude and threatening. In the letter, MOL said the dealership had complained to it about Mr B's behaviour towards its staff and it would no longer manage the car or allow Mr B on site. MOL issued the warning letter to say if there were any further instances of unacceptable behaviour it may take more formal action. Ms B said it broke her trust in MOL and the scheme it provided. On 28 May, Ms B complained to MOL about the letter. She said it came out of the blue, it was unacceptable, and there was no evidence of the unacceptable behaviour referred to. Ms B asked for compensation for the impact the letter had on her.

On 6 June, MOL issued a final response to Ms B. It said attempts had been made to contact her and Mr B before issuing the 22 May letter, but it had been unsuccessful. In direct response to her complaint and the information Ms B had provided, MOL said it would retract the letter. And, because of her dissatisfaction with the scheme, MOL said it would offer an early cancellation of the hire agreement and waive the £250 cancellation fee. Further, if Ms B chose to leave within three months of the offer, MOL would refund the £3,199 advance payment.

Unhappy with its response, Ms B brought her complaint to this service.

Our investigator didn't think the warning letter was unprofessional and he didn't identify anything that MOL had done wrong in the circumstances. Our investigator said that while he understood Ms B's comments about the impact on her, he pointed out that the dealership and any interactions with Mr B were not within our power to investigate. As MOL retracted the warning letter and made its offers regarding early cancellation, our investigator didn't think it was a complaint we could uphold.

Ms B didn't agree with our investigator's view. She asked for evidence of the letters MOL

provided because she didn't think the investigator could've seen the same letter that she received. Our investigator provided copies of the relevant letters but, because Ms B remained unhappy, the complaint was passed to me to decide.

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.

I've summarised a lot of the information provided, which reflects the informal nature of our service. But I want to reassure both Ms B and MOL that I've considered everything available to me on the file. Ms B's complaint is about the way MOL treated her in respect of matters surrounding her contract hire agreement. Although the complaint is not about the hire agreement itself, it is about the ancillary services relating to the agreement. The hire agreement is a regulated product, therefore this service can investigate complaints about it. In reaching my decision, I've considered the relevant regulations and rules.

To be clear, Ms B is the named party on the hire agreement. Therefore, I can only consider matters and any impact directly relating to her. I haven't considered any impact on Ms B's representative.

The evidence shows that prior to issuing the warning letter, MOL had received contact from the dealership regarding what it considered to be unacceptable behaviour. Further, the evidence shows that MOL tried to contact Ms B, and Mr B on her request, unsuccessfully on a number of occasions. While it might've been preferable for Ms B to have received some notice before MOL issued the warning letter, I can't say it acted unreasonably by sending the letter after several failed attempts.

Turning to the warning letter itself, I don't find it to be rude or unprofessional. I accept that it's not a pleasant letter to receive given its very nature, but I don't think MOL said anything impolitely or with intent to cause offence. While I accept it must've been distressing for Ms B to receive the warning letter, I'm satisfied that MOL made reasonable attempts to contact her before issuing it. Given the reports it had received from the dealership, I don't think it was wrong to do so. For clarity, the letter provided by Ms B and that provided by MOL are the same.

Ms B said there was no evidence of the behaviour referred to in the letter and asked MOL to provide that evidence. Because MOL retracted the warning I see no reason for it to seek the evidence Ms B requested.

I've had regard for Ms B's comments about the effect that this matter had on her health. In order to maintain privacy, I won't go into detail. Looking at MOL's offer regarding early cancellation, I think it had acknowledged that she no longer trusted the scheme. I haven't found that MOL did anything wrong and I don't think it needed to make the offer it did. So I think MOL treated Ms B fairly by providing an early termination without charge.

Conclusion

I realise that this outcome will likely be disappointing for Ms B, especially as it seems to cover very little of her overall complaint. However, as I've said, it's not within our power to consider the parts of her complaint which relate to Mr B and his contact with the dealership,

or any impact the matter had directly on him. As I've set out here, I don't find that MOL did anything wrong in respect of the hire agreement and its contact with Ms B, so I see no reason to require it to pay any compensation to Ms B. Therefore, I don't require any action of MOL in respect of Ms B's complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 27 February 2025.

Debra Vaughan
Ombudsman