

The complaint

Miss K complains about some issues with a car that she'd ordered and which was to be supplied to her under a hire agreement with Motability Operations Limited. Miss K is being represented in her complaint by her son.

What happened

Miss K ordered a car from a dealer that was to be supplied to her under a hire agreement with Motability Operations. There were some issues with the order including delays in delivery, pressure for advance payments, unrequested features, the wrong car colour and failure to provide a temporary car. The dealer cancelled the order in October 2023 but Miss K's son complained to the dealer and then, in September 2024, to Motability Operations about those issues and that Miss K had been discriminated against.

Motability Operations said that the dealer had found an alternative car for Miss K with some additional optional extras but she would need to pay the full advance payment or she could cancel the application and place a new application elsewhere. It also said that it hadn't seen any evidence that the dealer discriminated against Miss K but it sent her a cheque for £200 in recognition of the stress and inconvenience caused by the dealer's delays. Miss K wasn't satisfied with its response so a complaint was made to this service.

Miss K's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She was satisfied that Motability Operations addressed the matter within a reasonable timeframe and offered a fair resolution, including the option to cancel the application and compensation for the inconvenience.

Miss K didn't accept the investigator's recommendation and her son has asked for this complaint to be considered by an ombudsman. He has provided detailed responses to the investigator's recommendation, including a timeline of key events, and he's described why he considers that the breach of contract, discrimination, emotional harm, and financial distress haven't been adequately addressed. He has also described what he says are critical admissions from the dealer and the manufacturer about systemic issues.

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 K had ordered a car from a dealer that was to be supplied to her under a hire agreement with Motability Operations. I've not been provided with any evidence to show that Miss K and Motability Operations had signed the hire agreement and the minimum period of hire was three years starting on the date of delivery of the car. There were some issues with the order that Miss K's son has described in detail and the order was cancelled in October 2023 so the car wasn't supplied to Miss K and the hire agreement didn't start. I've seen no evidence to show that there was a contact between Miss K and Motability Operations and I don't consider that there's been a breach of contract by Motability Operations.

Miss K has provided a witness statement in which she describes what happened and the effects that the issues have had on her depression, anxiety and physical health. The issues that Miss K and her son have described were caused by the dealer and not by Motability Operations. I don't consider that Motability Operations had any responsibility to Miss K for those issues in these circumstances but it sent Miss K a cheque for £200 in recognition of the stress and inconvenience caused by the dealer's delays.

Miss K and her son also say that the dealer discriminated against Miss K, and her son has contacted the Equality Advisory and Support Service but it says that it's unlikely that the issues described would amount to indirect discrimination. The alleged discrimination was by the dealer and not by Motability Operations and I've seen no evidence to show that Motability Operations has discriminated against Miss K.

It's clear that Miss K's son feels very strongly that the dealer hasn't dealt with Miss K correctly. Miss K's complaint is made against Motability Operations and I'm not persuaded that it has acted incorrectly in connection with the car that Miss K had ordered or that it has treated her incorrectly. I appreciate that my decision will be disappointing for Miss K (and her son) but I find that it wouldn't be fair or reasonable in these circumstances for me to require Motability Operations to pay any further compensation to Miss K or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 21 April 2025.

Jarrold Hastings
Ombudsman