

The complaint

Mr G complains that the Vehicle Registration Number (VRN) and colour of a car supplied to him through a hire agreement with Motability Operations Limited ("MO") triggered his mental health condition.

What happened

The parties are familiar with the background of this complaint so I will only summarise what happened briefly here.

In July 2024, Mr G entered into a hire agreement for a new car with MO. The car was supplied by a dealership (A). The agreement was set for an initial period of three years.

Mr G has said that he mentioned the colour of the car to the salesperson on the date of collection, as he didn't feel it was the same as the colour he had been shown on another car when ordering this one. He's said he was told it was the only car available to him, and Mr G has said he felt he had to take delivery of it due to the time restrictions on him to source a car through the scheme.

In November 2024 Mr G got in touch with MO. He said the VRN, and colour of the car were triggering a mental health condition and were linked to previous complaints he'd made with other professional organisations. He wanted MO to supply him with a new car with a different VRN. MO explained they weren't responsible for attributing VRN plates to cars – that was a function carried out by the Driver and Vehicle Licensing Agency (DVLA) when they register new cars. In regards the colour of the car, MO told Mr G that he had agreed the colour on the car's order form and had seen the car prior to leaving A in it.

MO explained to Mr G that he could replace the VRN with a VRN arranged by him. They also said he could terminate the agreement early and source another car, and MO would waive the £250 termination fee.

Mr G brought his complaint to our service. Our investigator didn't uphold it. He said much the same as MO. He said they couldn't be held responsible for the VRN on the car, and that Mr G had agreed the colour and signed the order form prior to being supplied with the car, so he was aware of the colour of the car.

Mr G didn't accept. He maintained that the VRN and colour were linked to his previous complaints against other professional organisations and continued to affect his mental health.

As Mr G didn't agree, the complaint has been 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.

Mr G has provided a lot of information here. I'd like to reassure him that I've read and considered everything that's been sent, although I haven't commented on it all within this decision. I will be focussing on what I consider to be the key points of this complaint.

When the evidence is incomplete, inconclusive, or contradictory (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 light of the available evidence and the wider circumstances.

As the hire agreement entered by Mr G is a regulated consumer credit agreement this service is able to consider complaints relating to it.

However, I'd like to make it clear that I am only considering MO's responsibility here as the provider of the agreement. As the agreement supplied by MO is a hire agreement, they're not responsible for any negotiations or information Mr G was supplied with from the dealership prior to entering into the agreement (antecedent negotiations) as Section 56 of the Consumer Credit Act 1974 doesn't apply to hire agreements. As such, MO can't be held responsible for any concerns Mr G has with the information he was provided with about the car prior to being supplied with it.

Our investigator has explained that he thinks MO don't have any responsibility for the concerns Mr G is raising. I agree in this case. I'll explain why.

Vehicle Registration Number (VRN)

Mr G is unhappy with the VRN and says that it is triggering his mental health condition. However, MO aren't responsible to attributing the VRN to the car. VRNs are attributed to new cars by the DVLA, to aid with registration and taxation – MO have no control over the VRN attributed to the car Mr G was supplied with and have no obligation to seek to arrange for a new one.

MO have suggested Mr G can arrange for his own VRN, at a cost to himself, and change it on the car. Whilst I can appreciate why this might be a problem for Mr G financially, it doesn't mean that MO should bear responsibility for it or make arrangements for the current VRN to be replaced.

MO have also agreed to waive the £250 termination fee applicable under the terms and conditions if Mr G wants to terminate this agreement early and make an application for another car through the scheme. I'm satisfied that's a reasonable thing for MO to offer Mr G in the circumstances.

Colour

Mr G has said he spoke to the salesperson at A when he went to collect the car, as he's said the colour was different to the one he had been shown a week previously when he ordered the car. The salesperson doesn't recall that conversation – and I have to make my decision based on the evidence that I have available to me.

Mr G signed an order form for the car on 9 July 2024, and this form confirmed the colour of it. When he went to collect the car on 19 July 2024 Mr G signed the relevant forms to confirm he was happy with the terms of the hire agreement through MO and with the car he was being supplied with. That included the colour of it.

I appreciate Mr G has said that he felt pressured into accepting the car because of the length of time he had left to find a car through the scheme. I can understand that, but I haven't seen anything to suggest he was under *undue* pressure to accept the car. He had the opportunity

to pull out of the deal for the car when he was with the salesperson from A – but by signing the agreement and the order form, I'm more satisfied than not that Mr G accepted the colour of the car at this point, and the details haven't been misrepresented to him.

I know this decision will come as a disappointment to Mr G, and he's explained in some detail the difficult personal situation he's in. But as I've mentioned, I'm only looking at MO's liability here as the provider of the hire agreement, and I think they've dealt with Mr G's concerns in relation to the VRN and colour of the car fairly. I won't be asking MO to do anything here.

Mr G has mentioned that the car has developed some faults. I haven't considered that within this decision as he will need to allow MO the opportunity to investigate those concerns and provide him with a final response. He may be able to bring a new complaint to our service at that time.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 15 July 2025.

Kevin Parmenter
Ombudsman