

The complaint

Mr J complains about an electric car supplied under a hire agreement, provided by Motability Operations Limited. He also complains about the installation of a charger and a card issued in relation to charging the car. And he is unhappy with the customer service provided by Motability.

What happened

Around September 2024 Mr J acquired a new electric car under a hire agreement with Motability.

Unfortunately, Mr J was unhappy with how events then unfolded and with the car. In summary, Mr J says nothing was explained about electric cars to him when he entered the agreement.

Mr J says he believed he should get a charger installed at his home as part of the agreement, due to his health issues. But he says he then found out he couldn't have a charger installed as he did not have off street parking.

Mr J says he was told he would be able to have free use of public chargers for a year under the agreement. Mr J then says he found out this was untrue, and he would instead receive two cards to use public chargers, one of which was at a discounted rate – I'll refer to these as card A and card B. He said he was told card B was 'part of the package' of hiring the car, but he later found out it was provided as a gesture of goodwill.

Mr J says he was told both cards would be ready on the day he collected the car, which was 3 September 2024. But he says he received card A 'eventually' but not card B.

Mr J says card A charged an amount of £41.60 to 'the account' and also charged his debit card the same amount.

Mr J said he'd had to pay on average £200 a week to charge his car with no discount. He says public chargers were far more expensive than he expected.

Mr J said because of this he got behind on other bills and this led to severe implications on his mental health. Mr J says this situation left him traumatised. He said he'd had to borrow money from a 'loan shark' to cover the advance payment for a new car.

Mr J says when he told Motability about his mental health and what had happened, it responded in an offensive way. Mr J said when he spoke to Motability staff were manipulative and bullying. And he also said he'd been discriminated against.

Mr J says in early 2024 he asked Motability to communicate with him by email only. But he says this was ignored and Motability forced him to keep calling it.

Mr J complained to Motability about all of this and explained he wanted to swap the car for the non-electric version of the model. He asked for Motability to pay the advance payment

on this model for him.

Motability issued a final response to the complaint in November 2024. This said, in summary, that Mr J couldn't get a home charger through the scheme partner as he didn't have off road parking. It explained Motability provided charging cards through its scheme partners.

Motability explained it was important for Mr J to choose a car that was suitable for him, as he didn't have an automatic right to end the lease early. But Motability said on this occasion it would allow Mr J to end the agreement early and would waive a £250 cancellation fee. It said it would not contribute towards the advance payment of a different model.

Motability explained this would be the third time Mr J had cancelled an agreement early. And it said if he cancelled a future agreement, it may suspend his ability to enter into a further lease for a year.

Motability said it explained to Mr J he would not receive free charging for a year, prior to him collecting the car.

Motability said it accepted there were areas for improvement during a call with Mr J but said this was not 'discriminatory in nature'.

Motability said it would reimburse Mr J £41.60 as a gesture of goodwill and offered him £208.40. It explained Mr J declined these payments.

Mr J remained unhappy and referred the complaint to our service. He reiterated the points above and said he'd been forced to swap for a manual car which was causing him pain to operate.

Our investigator issued a view and upheld the complaint in part. He said, in summary, that he hadn't seen Mr J was told he would get free charging or a home charger. He said Motability weren't responsible for the schemes for card A and B but it had tried to assist Mr J anyway. He said he didn't think the car was misrepresented to Mr J. He said he hadn't seen Mr J had been charged a duplicate amount on card B, but noted Motability offered to refund this.

Our investigator said he agreed a call from 14 October 2024 had 'several aspects of concern' in. He said Motability's offer of £208.40 for this was reasonable.

But our investigator said in a call from 18 November 2024 he thought Motability had caused significant distress to Mr J. He also noted Mr J had made Motability aware that his contact preference was email, but it had decided to call him instead.

Our investigator said Motability should pay Mr J £700 to reflect what happened.

Mr J responded and said card B should've been provided with the car, but he didn't get this for around ten weeks. He said he did receive card A, but this only allowed him to find an area where card B could be used. He said he was given incorrect information about the car from the dealer. Mr J said he wanted warnings from Motability about his conduct on the phone removed and an apology from the staff members he spoke to.

Mr J also said he was looking into the Equality Act 2010 and taking legal action against Motability. He said Motability were aware he had mental health conditions but continued to contact him by phone when he had requested emails.

Motability then explained to our service that it had received a court claim from Mr J and requested our service stop looking into the complaint. Our investigator then explained to Mr J that our service may dismiss the complaint without further considering the merits if he proceeded with court action. Mr J then said he had withdrawn the court proceedings, and this was confirmed by Motability.

As Mr J 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 think this complaint should be upheld in part. I'll explain why.

It's worth explaining to both parties that I might not comment on every single point raised or every piece of evidence in this decision. I want to reassure Mr J and Motability that I've carefully considered all of the comments made and information on the case. But I'm going to focus on what I think are the key facts and the main complaints Mr J has made. This reflects the informal nature of our service.

Mr J has mentioned that he believes Motability breached the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr J wants a decision to comment on whether Motability has breached the Equality Act 2010, then he'd need to go to Court.

Suitability of car

I appreciate I am summarising what Mr J has said here. But I think it's fair to say a theme to several complaint points he's made is that the car supplied to him under this agreement wasn't suitable for him, due to the fact it is electric.

I want to reassure Mr J that I've noted everything he's said about this. And from what he's said, I can understand the point he makes. But, as the finance provider, Motability's responsibility for this is limited.

Mr J has mentioned several times that he is upset with information either given to him, or not given to him, about the car by the dealer. In some cases, Section 56 of the Consumer Credit Act 1974 ('S56') would mean Motability are responsible for what the dealer said before the contract was entered into. But S56 does not apply to hire agreements. This means I find Motability are *not* responsible for what the dealer told Mr J.

I think it's worth setting out up front, before I move on to Mr J's other complaint points, that I fully appreciate his frustration with the car he acquired, and I do understand all the points he made about this not being the best choice for him. But Motability aren't responsible for picking out the 'right' car for him. So, I find it doesn't need to take action on this point.

Free charging:

Mr J explains he was told he would receive free charging for a year, before he acquired the car.

I've reviewed the terms and conditions of the agreement, and I don't agree this was included.

As above, if the dealer told Mr J this, then Motability wouldn't be responsible. But, either way, I can see from the contact notes that it appears Motability told Mr J specifically he *wouldn't* receive free charging several months prior to him acquiring the car. I can see from these notes from around March 2024:

"Motability have never covered fuelling/charging costs, as this is not included as part of your leasing package. Please be reassured that I will provide feedback to (dealer) regarding the wrong information provided. If you are still considering an electric model, please click here to view lots of useful information on our website with regards to electric vehicles and charging them."

So, I find Mr J did not receive free charging under the terms of this agreement, and I find this was made clear to him by Motability.

Home charger:

Mr J says he believed he was entitled for a charger to be installed at his home as part of this agreement. He explained the issue here is that because he didn't have off street parking, a charger couldn't be installed.

I again can't see a charger formed part of the agreement. But Motability has explained it has a 'scheme partner' to help consumers install chargers.

Because this doesn't form part of the agreement, there are limits to what I can consider here. But I can still review what Motability told Mr J about this and the service it provided.

Having reviewed the contact notes, I can see Mr J discussed with Motability that he was aware he couldn't get a charger installed at his house around six months before he acquired the car.

So, I can't see Motability did anything wrong here or gave Mr J incorrect information. I also don't think Motability is responsible for Mr J not being able to have a charger installed.

Cards for public chargers:

Motability explained if a customer was leasing their first electric car and couldn't get a charger installed at home, it would give them a subscription to the 'card B network'. It explained this meant some public chargers would give better charging rates and some would be free.

Motability explained this was a 'goodwill offering' and did not form part of the agreement.

I've reviewed the terms and conditions for the hire agreement – I cannot see card A or B forms part of the agreement. This again limits what I can investigate here. But I have still considered the service Motability gave.

In relation to this, I think it's fair to say Motability attempted to assist Mr J when he was having issues with the cards.

With regards to Mr J saying he was charged twice, I don't think Motability has any responsibility here. But I can see it tried to assist him with this issue.

I don't think Motability needs to take any further action on this point.

Cost of charging:

I was sorry to read Mr J had incurred more costs here than he thought and that charging his car at public chargers was more expensive than he assumed it would be. But, in summary, Motability are not responsible for the cost of public chargers.

So, I find it needs to take no action on this point.

Phone calls:

I've listened to the phone call from 14 October 2024 that Mr J was unhappy with. I won't go through the full details of what was discussed here. But I do think the service received fell below what Mr J would've expected.

I think it's fair to say at the beginning of the call, the staff member listened reasonably well and showed patience with the situation. But unfortunately, this didn't continue throughout.

Mr J was clearly unhappy and frustrated. The staff member began to talk over him, and I think Mr J would've felt patronised by them at points.

I don't have the full details of Motability's internal communication systems. But Mr J asked it to email him some details about a cancellation process, and he was told this wasn't possible and that Motability didn't have an "*email procedure*". On balance, I find Mr J was likely told incorrect information here as I can't see a reasonable reason why Motability couldn't send him an email.

When Mr J asked for an email address to raise a complaint about Motability, he was told, in summary, that this wasn't possible, and the staff member instead would refer him to our service. Again, I find on balance Mr J was likely given incorrect information here. And, at the very least, I can fully understand why it might have felt to Mr J that Motability were trying to put him off raising a complaint.

I've then listened to the outgoing call from 18 November 2024.

Firstly, I don't think it's in dispute that at this time Mr J had asked for communications via email. So, I can't see why Motability decided to contact him over the phone.

Again, I won't cover off the full details of this call and will instead focus on what I think should've gone better.

At one point in the call, Mr J explained to the staff member the impact the situation with the car was having on him. And he explained this had very recently led to a serious situation involving his mental health. At this point, I think as a *minimum* the staff member should've checked if Mr J was okay to continue with the call, but this wasn't done, and they carried on the discussion about the issues.

Mr J then explained the actions of Motability staff had directly led to the severe impact on his mental health. The staff member said twice that they didn't think this was a fair comment to make. Given the extremely sensitive nature of this, I don't think this was a reasonable response to Mr J and this very clearly caused him further distress.

When Mr J became upset, the staff member then talked over him, which I'm sure must have been extremely frustrating.

In summary, I think the service on both calls fell below what Mr J would've expected. On the second call, I think Mr J was caused serious distress, and as above I do not think he should've been called in the first place.

I'm satisfied Mr J was caused distress and inconvenience here because of the phone calls. I think this would've had more of an impact on him because of the health issues he told us about. I've considered the offer already made by Motability, but I agree with our investigator this doesn't fully reflect the situation.

Our service's approach to payments for distress and inconvenience can be found on our website. Having reviewed these, I think the second phone call above in particular would've had a serious short-term impact on Mr J. And I've also had in mind what happened on the earlier call.

Thinking about all of this, I find it would be reasonable for Motability to pay Mr J a total of £700 to reflect the distress caused.

Summary:

In summary, I was sorry to read about the issues Mr J had with his car, and I do understand the frustration he had with it. But I don't find Motability are responsible to put right the issues Mr J complained about with the car, charge cards, charger, nor the cost of charging. I also don't think Mr J was told he would get free charging for a year.

I do find the service Mr J received on the phone calls caused him a significant amount of distress and inconvenience, particularly bearing in mind that I also find Motability should not have made the later phone call to Mr J.

I find Motability should pay Mr J a total of £700 to reflect this.

My final decision

My final decision is that I uphold this complaint. I instruct Motability Operations Limited to put things right by paying Mr J £700.

If Motability has already made any payment towards this, it can deduct this from the amount due.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 20 October 2025.

John Bower
Ombudsman