

## **The complaint**

Miss B is unhappy that the car supplied to her under a hire agreement with Motability Operations Limited ("MO") was not the one she ordered.

When I refer to what Miss B has said and what MO has said, it should also be taken to include things said on their behalf.

## **What happened**

The details of the complaint are well known to both parties, so I've set out a brief summary and I'll focus on addressing the key points in my findings.

In July 2024, Miss B ordered a new car to be financed under a hire agreement with MO. The car was supplied at the end of September 2024, and Miss B signed the hire agreement. The advance payment was £3,999.

Miss B said she was unsure that the car was the one she'd ordered. After reassurance from the dealership she accepted the car. On return home, she found that the car was in fact the wrong model. After discussing the mistake with the dealership and MO, Miss B raised a complaint. She was eventually assured she could continue to use the wrong car until the correct one became available.

In the meantime, a fault developed with one of the car's windows. The window was repaired but Miss B was unhappy with the inconvenience caused.

MO offered £80 for fuel, and £200 in recognition of the inconvenience. After Miss B said the offer wasn't enough, MO issued a final response, dated 11 November 2024 in which it increased its offer to £420 plus £80 for fuel. Miss B remained unhappy so she brought her complaint to us.

Our investigator said that MO had put matters right in respect of replacing the car. However, he didn't think MO had handled things as well as it could've done from the start. While our investigator thought MO had made a reasonable offer in recognition of the mistake, he didn't think it had taken into consideration the inconvenience of the faulty window or direct costs Miss B incurred changing the white badge for her car. For those reasons, he thought MO should increase the payment by £100 and cover the cost of two badge transfers, plus interest.

MO didn't agree with the investigator. It said the dealership caused the mistake and all the paperwork MO administered had the correct details. Nevertheless, it compensated Miss B for the dealership's mistake, and covered the fuel cost for her additional journeys to resolve the mistake and for the repair. MO also said it had taken the cost of the badge transfer into consideration when it made the final offer of £420.

*I've considered the whole file, but I'll focus my comments on what I think is relevant. If I don't comment on any specific point it's because I don't think I need to comment on it in order to reach, or explain, what I think is the right outcome. Where the information is incomplete,*

unclear, or contradictory, I've based my decision on what is most likely to have happened. Miss B acquired her car under a hire agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

There's no dispute that Miss B was supplied with the wrong car. And MO accepts that at first it didn't make things easy for Miss B when it referred her back to the dealership, or when it encouraged her to take back her original car until the correct one could be supplied. MO also accepts that Miss B experienced additional inconvenience when the interim, new car developed a fault. The facts are not disputed so, in summary, the outstanding matter is the amount of compensation.

MO paid £80 for fuel which it felt covered the cost of four, otherwise unnecessary trips. I note from Miss B's complaint letter that one of those trips was, at least in part, for her to return the second key for her previous car which she'd forgotten when she collected the new hire car. Looking at MO's record of events as Miss B described them to it, I see it monitored the journeys which could've been prevented. I think its assessment of the fuel costs is reasonable based on the evidence, and Miss B hasn't indicated that it was unreasonable. Therefore, I'm not currently persuaded that any additional fuel payment is warranted.

On 22 October, MO offered £200 compensation. Miss B felt it wasn't enough. Two days later she emailed MO and said:

*"The offer of £200 I appreciate it but however the way mobility operators made me feel on that day £200 does not compensate."*

*"For Good gesture £350 would be more feasible. Please let me know regarding the above Good Gesture."*

When Miss B requested £350, she'd already made MO aware of the badge transfer costs, the faulty window was being repaired, and MO had agreed to her request regarding the temporary arrangements as follows:

- *lease the incorrect car until the correct car became available*
- *end the temporary hire agreement without charge*
- *refund the full advance rental of £3,999 when the new car became available*

In her original complaint email, Miss B said:

*"We were told that there would be a wait for this vehicle [the correct car] which we didn't mind waiting 3-6 months or more."*

She ordered the car in July, which suggests a supply date of December would've been within expectations. The wrong car was supplied at the end of September and, after MO's effort to resolve matters, including chasers to the dealership, the correct car was supplied on 17 December. So, while there was evidently an initial mistake, Miss B had the car she wanted within the original timescales provided when she first placed her order.

To be clear, I'm not disregarding the inconvenience and distress that Miss B experienced during the wait time. I'm simply putting the overall circumstances into context to explain my current thinking.

At this point, Miss B said she felt £350 compensation was 'feasible'. MO said it would wait until all matters were resolved to determine an appropriate offer. In its final response letter, MO offered £420 in addition to the £80 fuel payment already made. While the letter to Miss B didn't expressly state that £20 was for the badge transfer charge, I can see that after each

*contact it carried forward a note that Miss B had incurred an additional £20 in badge transfer charges which it would need to include in any compensation payment. Based on this evidence, and on balance, I'm of the view that MO took the badge charges into consideration when it made its offer.*

*The remaining £400 was double its original offer and £50 more than Miss B said she wanted in recognition of the distress and inconvenience caused. I've thought carefully about this, and whether MO ought to pay more for the faulty window. While it's reasonable to think that a new car wouldn't develop a fault so soon after supply, it does happen. Section 24(5) of the Consumer Rights Act 2015, which covers agreements such as the one Miss B entered into, provides MO and the dealership jointly with a single chance at repair. The fault was repaired, and the car was returned to Miss B. I note that MO ensured she remained mobile during the repair period and, as I've said, when Miss B asked for £350 compensation the window fault was already known and being dealt with. Around six weeks later, Miss B was supplied with the car she should've had from the start.*

*While I don't doubt that this whole matter was distressing and caused inconvenience to Miss B, currently I don't think MO's offer of £420 was unreasonable. It exceeded Miss B's request and was made in recognition of the badge charges and faulty window, as well as the fact that the wrong car was supplied.*

*So, based on the evidence, I'm not intending to ask MO to pay any more than it has already offered.*

*I realise this will come as a disappointment to Miss B, especially as, after bringing her complaint to us, she'd increased her compensation request to £1,000. But the evidence, as it stands, doesn't persuade me that any further compensation is warranted.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

## **Responses**

Neither Miss B nor MO responded to my provisional 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.

As neither Miss B nor MO responded with any comment to the contrary, I'm taking that to mean they don't object to my provisional decision. Nevertheless, I looked again at the evidence to satisfy myself that the outcome is fair and reasonable in the circumstances.

Having considered what the outcome means for Miss B, I don't think it has placed her in a detrimental position. My view of the evidence is that MO maintained a record of the matters to be included in its assessment of compensation for the distress and inconvenience Miss B described. As I explained in my provisional decision, that includes the badge charges and faulty window. So, while the compensation wasn't broken down to indicate how the amount was calculated, it is clear from the records that all elements of the complaint were considered in MO's consideration of how to put matters right.

I understand that Miss B wanted more. However, I'm satisfied that MO had already done enough to put right the mistake made, and fairly compensated Miss B for the otherwise avoidable inconvenience. Therefore, I see no reason why I shouldn't now adopt my

provisional view as my final decision.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 30 July 2025.

Debra Vaughan  
**Ombudsman**