

The complaint

Mr C complains on behalf of Mrs C about Motability Operations Limited. He's unhappy because Motability has advised Mrs C that she can't purchase the vehicle at the end of the agreement.

What happened

In March 2021 Mrs C entered into a three-year contract hire agreement with Motability for a BMW X1 vehicle.

Mrs C says that when she got the vehicle, she was told that she had two options, which were to either have the vehicle for three years and then get another car, or have the vehicle for five years and have the option to purchase the vehicle outright at the end of this period.

Mrs C says it was on this basis that she invested money in extras for the vehicle that were necessary for her daughter's disability needs.

In early 2025 Mrs C asked Motability if she could purchase the vehicle. Motability advised Mrs C that the option to purchase the vehicle was not available.

Mrs C complained to Motability. She said she wanted to purchase the car or be refunded the cost of the extras she's purchased for the car.

Motability didn't uphold the complaint, so Mrs C brought her complaint to this service.

Our investigator didn't uphold the complaint. He said there was nothing in the agreement which gave Mrs C the right or option to purchase the vehicle at the end of the agreement.

Mr C didn't agree. He said that when Mrs C entered into the agreement it was Motability's stated policy that there would be an option to purchase the vehicle at the end of the agreement. Mr C said Motability had breached the contract by withdrawing the customer purchase option.

Because Mrs C didn't agree I've been asked to review the complaint.

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.

I know it will disappoint Mrs C, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a particular point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've reviewed the contract hire agreement. There's nothing in the agreement which states

that Mrs C has the option to purchase the vehicle at the end of the agreement or that Motability has any contractual obligation to offer Mrs C the option to purchase the vehicle at the end of the agreement.

Motability has explained that it previously offered customers an option to request a purchase price in the final 12 weeks of the agreement. But from 20 November 2023 this option was discontinued.

The option to request a purchase price wasn't a contractual right so Motability wasn't under a contractual obligation to inform customers directly about the change. However, Motability has told this service that it updated its website on 20 November 2023.

Prior to November 2023, the website indicated that customers "might be able" to purchase the vehicle at the end of the agreement, subject to discussions with Motability in the final 12 weeks of the agreement. However, there's nothing in the terms and conditions of the agreement nor have I seen anything on the website to suggest that there is a guarantee that customers will be offered an option to purchase.

I appreciate that Mrs C has spent money on optional extras for the vehicle. My understanding is that these extras were purchased from a separate entity and not directly from Motability. The Motability website states that no refunds for optional extras will be given when the vehicle is handed back at the end of the agreement.

I understand that my decision will be disappointing for Mrs C but for the reasons I've explained, I'm unable to ask Motability to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 13 November 2025.

Emma Davy
Ombudsman