

The complaint

Mr K complains that he's been unable to change the tyres on his vehicle financed by Motability Operations Limited (Motability).

What happened

In November 2023 Mr K entered a hire agreement to acquire a new car, financed by Motability.

In October 2024 Mr K asked for all season tyres to be fitted to the vehicle under the agreement. Motability responded to Mr K to say snow tyres should only be fitted in extreme weather conditions, and if he wanted to have them, he'd need to have them fitted through Motability's scheme partner and would be responsible for the costs of the new tyres and storage of the original tyres.

Mr K complained to Motability about their policy in respect of tyres. He said all weather tyres were only around £40 more than standard tyres, so he didn't think their policy considered individual customer circumstances.

Motability sent Mr K their final response to his complaint in December 2024. They said their policy was that tyres can be fitted, but Mr K would be responsible for the associated costs. Motability told Mr C that all weather tyres could be added as an optional extra at application, in which case they'd cover the cost of repair, but tyre availability was often limited.

Unhappy with this, Mr K brought his complaint to this service for investigation. He said tyre maintenance was covered by the lease, all season tyres were the safer option, and so he felt that he should only have to pay the difference in price between these and standard tyres. Mr K said he wasn't offered a tyre option at application, and, on that basis, Motability should cover the full cost of new tyres now.

Our investigator gave their view that there was no evidence that Mr K asked for all weather tyres when applying, and they couldn't consider actions taken by the dealership. They felt Motability had acted in line with their terms and conditions and so they didn't ask them to do anything more.

Mr K didn't agree. He said he didn't feel that Motability's policy was fair, he didn't think to ask for different tyres at application for personal reasons, and in any event, he'd contacted the dealership, who said that they never offer different tyre options.

Our investigator didn't change their view. They said if the tyres would not have been offered to Mr K, then there wasn't anything more that Motability needed to do.

Mr K feels that Motability are withholding a safer tyre option.

As an agreement can't be reached, the case has been passed to me for a 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.

The hire agreement between Motability and Mr K notes that replacement of tyres will be arranged:

"...to ensure the car remains road legal."

Section 8.5 of the agreement says:

"Throughout the duration of this agreement, we will replace or arrange for the replacement (free of charge) of any vehicle tyres which have become unsafe or unusable..."

The car handbook supplied with the agreement sets out that tyres will be replaced when their depth falls to 2.0mm.

I haven't seen any evidence that the depth of Mr K's tyres was below 2.0mm, or that they required replacement to otherwise keep the car road legal.

Mr K has set out why all-weather tyres would be safer for the conditions in which he drives, but I'm not persuaded that he would be entitled to a free of charge replacement tyre under the agreement terms and conditions on this basis.

The car handbook also sets out that a consumer may wish to consider winter tyres, but the cost of these, including their fitting and storing of original tyres, would be covered by the consumer. This is the same as the information provided to Mr K in Motability's final response, and so I'm satisfied that they've treated Mr K in line with any other consumer with a similar enquiry around changing tyres to all weather tyres.

Motability told Mr K in their final response letter that all weather tyres could be added as an optional extra at application stage and, if this were the case, they would then cover the cost of replacement all weather tyres. Mr K said this option wasn't given to him at application and, the dealer told him it would never have been.

I've seen Motability's internal guidelines, and they do set out that if all weather tyres are added at application, then they'll be covered for replacements. I've also seen information from the dealership which sets out that there's no option to select which tyres come on the car as it's not something that the manufacturer of Mr K's car offers.

I'm satisfied that Motability's guidance will relate to a number of different car manufacturers, where perhaps a tyre option is available. As the manufacturer of Mr K's car don't allow a tyre selection at the factory, I think it was reasonable that the dealership didn't offer this option to Mr K, as it wasn't a possibility.

I understand that Mr K is generally unhappy with Motability's policy. It's beyond my powers to compel a business to amend its policies. My role here is to consider what's fair and reasonable in the individual circumstances of a case. I find that Motability have treated Mr K in line with the terms and conditions of the hire agreement, and in line with how they'd treat other consumers with similar circumstances. It follows that I find that Motability have treated Mr K fairly and are not responsible for the cost of a change in tyres to all weather tyres.

My final decision

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 6 November 2025.

Zoe Merriman
Ombudsman