

The complaint

Miss A complains that Motability Operations Limited trading as Motability Operations (who I'll call MO) won't fund the extras added to the specification of a car she was financing through an agreement with them.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In December 2024 Miss A placed an order for a car that was to be financed through an agreement with MO. She said she was advised on the phone that MO would cover the costs of wipeable seats and a heated steering wheel (the 'extras') that she needed to assist with her disability.

The car was collected by Miss A in March 2025 and she paid for the extras expecting the payment to be refunded by MO, but they said they had no record of any conversation in which an agreement had been reached for them to pay for the extras.

Miss A referred her complaint to this service but our investigator explained that MO didn't have a record of the conversation Miss A had referred to and that as Miss A hadn't been able to provide any supporting evidence that the call took place, she didn't think it was fair to uphold her complaint.

Miss A disagreed and she asked for a decision by an ombudsman.

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 agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific 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.

Miss A acquired her car under a regulated consumer credit agreement. This means our service is able to consider complaints about it.

MO couldn't find any record of the call Miss A mentioned, where she says an advisor told her the optional extras would be covered. Miss A also hasn't been able to provide evidence of the call, which she explained is difficult because she uses a SIM-only, pay-as-you-go service

and her provider doesn't keep call records. MO added that decisions about funding optional extras would normally be handled by Motability Foundation (the charity), not MO, and the charity confirmed they have no record of such a referral. Based on the evidence available, I'm not persuaded that there was an agreement for MO to pay for the extras, so I'm not upholding this complaint.

Miss A also says MO acted unfairly by failing to respond to her on several occasions. However, we can only consider this after MO has had the chance to address it. I can't see that Miss A raised this issue with MO, so she'll need to do that first. If she's unhappy with their response, she can then escalate the matter to us.

Finally, Miss A suggested we review other calls with MO because, in one, a representative allegedly admitted that some staff fail to document interactions properly. I haven't requested or listened to those calls because, even if that statement was made, it wouldn't prove that the specific call in question occurred or explain why it wasn't recorded.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 8 January 2026.

Phillip McMahon
Ombudsman