

The complaint

Mr C complains that LEASYS UK LTD (Leasys) won't honour a finance agreement he had 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 February 2025 Mr C entered into a hire agreement for the provision of a specific vehicle model. In mid-2025 before the car was delivered the manufacturer withdrew the model and replaced it with a new version at a higher price. Leasys explained it was no longer able to supply the vehicle originally agreed and offered Mr C the option to cancel the agreement without penalty or to proceed on the basis of a re quote for the new model. Mr C complained to Leasys but unhappy with their response he referred his complaint to this service. Our investigator didn't think the business had done anything wrong, so Mr C asked for a final 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.

I am satisfied the business acted reasonably in these circumstances. The agreement was for a particular vehicle, once that vehicle was no longer available the original contract could not be performed as intended. I do not consider it fair or reasonable to require the business to honour the original agreement at the original price where doing so would have required it to absorb a manufacturer-driven price increase or supply a materially different vehicle. That would amount to compelling the business to enter into a new bargain on terms it had not agreed to.

I have also considered whether the business should reimburse the cost of a hire car obtained by Mr C in the interim. I am not persuaded there is a sufficient causal link. The business did not guarantee interim transport, nor did it direct Mr C to incur those costs. In the absence of unreasonable delay or an express commitment to cover such expenses, I do not consider it fair to require reimbursement.

I have also considered whether compensation is warranted. While I appreciate the situation will be disappointing for Mr C, there is no evidence the business acted unfairly, caused avoidable delay, or communicated unreasonably. In those circumstances, I do not consider an award for distress or inconvenience to be appropriate.

Mr C says Leasys misrepresented the agreement by describing the order as confirmed, the price as final, and the agreement as complete and secure. I am not persuaded that amounts to misrepresentation. At the point those statements were made, the business had accepted the application, completed its credit assessment, and entered into a hire agreement for the specified vehicle at the agreed price. Those statements accurately reflected the position at the time they did not amount to a guarantee that the manufacturer would continue to supply that model for the duration of the lead time, nor that the agreement could not later be brought to an end if the vehicle became unavailable. Hire and leasing agreements of this nature are commonly subject to availability, and there is no evidence the business knew, or ought reasonably to have known, that the model would be withdrawn when it confirmed the order. In those circumstances, I do not consider the business gave false or misleading information, and I do not uphold this aspect of the complaint.

Taking everything into account, I am satisfied the businesses actions were fair and reasonable and consistent with the standards expected under the principles overseen by the Financial Conduct Authority. I therefore do not uphold this complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 February 2026.

Phillip McMahon
Ombudsman