

## **The complaint**

Mr S complains Motability Operations Limited has refused to extend the lease on his adapted vehicle despite disability-related need, clinical reliance, and comparator evidence.

## **What happened**

Mr S leased a vehicle from Motability. He took delivery of the vehicle in November 2020, and his lease was extended for an additional two years.

In June 2025 Mr S contacted Motability asking for the lease on his vehicle to be extended for a further two years. He explained in detail why Motability should extend his lease saying, amongst other things, that it should treat his vehicle the same way it does WAVs (short for “Wheelchair Accessible Vehicle”). Motability declined to do so. Mr S complained.

Motability looked into Mr S’s complaint but didn’t uphold it. Motability said, amongst other things, that the maximum period for his lease was five years and it couldn’t make an exception. Mr S was unhappy with Motability’s response and so complained to our service.

One of our investigators looked into Mr S’s complaint but didn’t recommend that it be upheld as they didn’t think Motability had acted unfairly or unreasonably. Mr S didn’t agree. He wasn’t happy with our investigator’s analysis or approach. So, he asked for his complaint to be referred to an ombudsman for a decision. His complaint was, as a result, passed to me.

## **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.

Mr S has sent us extensive and detailed submissions about why he believes Motability has acted unfairly. A lot of those submissions make points about the Equality Act 2010 and the Consumer Rights Act 2016 with reference to Mr S’s circumstances – including, but not limited to, the nature of his disability. I’ve read and taken all of those submissions into account when deciding whether Motability has acted fairly and reasonably or not in this case. I’ve also taken into account the submissions that Motability has made as well as the terms and conditions of the lease in question. I don’t intend to deal with the issues raised in the same level of detail that the parties have – in part that’s because we’re meant to be a quick and informal dispute resolution service albeit one that takes relevant law, amongst other things, into account when coming to a decision.

In his submissions Mr S gives a number of reasons as to why he believes Motability has acted unfairly. His main argument – although not his only argument – is that Motability should treat his vehicle the same way it treats WAVs in relation to which seven-year leases aren’t unusual. Mr S gives a number of reasons why Motability should do so, including the fact that his vehicle has a permanent hoist fitted to it and the fact that his vehicle is costs wise comparable to a WAV. I can understand why Mr S wanted to keep his vehicle for another two years – events have moved on since our investigator issued their view – but I don’t agree that Motability treated him unfairly because it didn’t apply the same approach to

his vehicle as it would a WAV. I'll explain why.

Mr S is right that Motability grants longer leases for WAVs than it does for other vehicles. Typically a lease for a WAV will last an initial period of five years and can be extended by another two years. In comparison, Motability typically grants leases in relation to other vehicles for an initial period of three years which can be extended by another two years. In other words, Motability treats WAV "owners" more favourably than non-WAV "owners". That's because WAVs typically cost more and typically require more extensive adaptations in order to make them suitable for the "owner" – these adaptations either allow the "owner" to remain in their wheelchair whilst sitting in the vehicle or whilst driving the vehicle. Mr S's vehicle had adaptations made to it too – for example, the fitting of a hoist – but that adaptation was made so that he could load his mobility aid into his vehicle and not so he could remain seated in it. That's a common adaptation made to vehicles leased on the Motability scheme. More importantly I don't agree it makes Mr S's vehicle comparable to a WAV because he doesn't stay sat in his mobility aid. He needs a vehicle that's low to the ground so that he can swing his legs in and out easily. Because I don't agree that Mr S's vehicle is comparable to a WAV, and should be treated in the same way, I don't agree that Motability treating Mr S differently to the way it might treat a WAV "owner" is unfair, nor do I agree that this can be unfair treatment based on Mr S's disability as it's the type of vehicle he "owns" that gives rise to the difference in treatment not disability. I don't think the way Motability treats WAV "owners" compared to non-WAV "owners" is unfair and I'm satisfied that the way Motability has treated Mr S is consistent with the lease he entered into which made it clear that it was for a period of three years extendable by up to – but no more than – a further two years.

Mr S made extensive submissions about the importance of his vehicle and the enormous difference it makes to his life and his ability to be independent. I don't doubt anything he's said for a moment – the Motability scheme is an important scheme that makes an enormous difference to hundreds of thousands of people every year. He's also made extensive submissions about his surrounding circumstances – which I've taken into account too. Notwithstanding those submissions, I agree that Motability hasn't acted unfairly or unreasonable in this case. That means I agree that this isn't a complaint we can uphold.

### **My final decision**

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 April 2026.

Nicolas Atkinson  
**Ombudsman**