

The complaint

Mr H complains about the delays and poor service he says he experienced when his order was cancelled for a car he was due to finance through an agreement with Motability Operations Limited (who I'll call MO).

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

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

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.

Mr H was due to acquire his car under a hire agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Section 56 of the Consumer Credit Act (1974) is relevant as the pre-contractual acts or omissions of the credit broker or supplier will be deemed to be the responsibility of the lender (MO).

I can understand Mr H's frustration here but, in the circumstances, I think MO have done enough to put things right for him.

There were delays and it seems reasonable to suggest Mr H's options weren't clearly explained to him. Mr H also had to spend valuable time complaining about the problems he had. MO weren't involved until mid-2022 and I bear in mind that they responded quite quickly to chase progress and do what they could to resolve matters for Mr H. It doesn't appear to have been MO's fault, or the supplying dealership's, that the vehicle Mr H had ordered was no longer available, and I think they did their best to offer reasonable alternatives. Taking everything into account I don't think MO's offer of £500 compensation was unreasonable and I'm not asking them to take any further action.

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 Mr H to accept or reject my decision before 7 February 2024.

Phillip McMahon
Ombudsman