

The complaint

Mr A complains about a decision taken by Motability Operations Limited (“MOL”) to refuse him access to its scheme for one year.

What happened

Mr A complained to MOL about its decision to refuse him access to its scheme for one year. But MOL responded to say that it stood by its decision in this respect and that it was satisfied that it hadn’t treated Mr A unfairly or unreasonably.

Unhappy with MOL’s response to his complaint Mr A referred it to our service.

Mr A’s complaint was considered by one of our investigators who came to the view that MOL had done nothing wrong in refusing Mr A access to its scheme for one year.

Mr A didn’t agree with the investigator’s view so his complaint has been passed to me for review and 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.

Having done so I can confirm that I’ve come to the same overall outcome as the investigator and for broadly the same reasons. There is also very little I can usefully add to what has already been said.

I would also like to make it clear that I’m only considering in this decision Mr A’s complaint about MOL’s decision to refuse him access to its scheme for one year not any other complaint he might have against it including, but not restricted, to any complaint Mr A might have about the return (or otherwise) of his cherished number plate.

I’ve read the whole file, but I’ll concentrate my comments on what I think is relevant. If I don’t comment on any specific point or particular piece of evidence, 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. And our rules allow me to do this, this reflects our informal, free service as an alternative to the court.

Between September 2020 and early November 2022 Mr A entered into four agreements for cars with MOL and with MOL’s permission terminated them all early after only a matter of a few weeks.

Following its decision to allow Mr A to terminate his fourth agreement early MOL wrote to Mr A to say that if he requested early termination of a fifth agreement then it reserved the right to refuse him access to its scheme for a year after such a termination had been agreed.

It also pointed out that its customers don't have an automatic right to terminate their agreements early, this being allowed as a concession, and that its agreements are for three or five years and this length of term should always be at the forefront of a customer's mind when considering whether an agreement with it is suitable.

In late November 2022, following receipt of the above communication, Mr A entered into a fifth agreement with MOL.

In October 2023 Mr A requested (for the twenty second time) early termination of his fifth agreement. MOL agreed to this and took the decision, as it advised was likely, to refuse Mr A access to its scheme for one year – ending October 2024.

Now I don't dispute that Mr A might have a need for a car or that he holds the view that his reasons for early terminating his five agreements were for valid reasons. But having regards to:

- the market in which MOL operates
- how quickly Mr A terminated his first four agreements
- the number of requests Mr A made to terminate his fifth agreement
- the cost to MOL when agreements are terminated early
- that MOL made it clear to Mr A, on terminating his fourth agreement and before he entered into a fifth one, that it reserved the right to refuse him access to its scheme for one year where a fifth and subsequent agreement was terminated early
- the lengths MOL went to to assist and accommodate Mr A's needs and requests
- how long MOL have decided to allow Mr A no access to its scheme

...I'm satisfied that MOL, in refusing Mr A access to its scheme for one year, took a commercial decision that it was entitled to take and in taking that decision it didn't act improperly, unfairly or unreasonably.

My final decision

My final decision is I don't uphold this complaint.

.Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 July 2024.

Peter Cook
Ombudsman