

The complaint

Mr G is unhappy that a repair to a car supplied to him under a hire agreement with Motability Operations Limited (Motability) was unduly delayed.

When I refer to what Mr G has said and what Motability have said, it should also be taken to include things said on their behalf.

What happened

On or around 5 December 2023 Mr G entered into an agreement with Motability for the supply of a new car via a hire agreement. This was a fully inclusive agreement with Motability being responsible for the provision of insurance.

Unfortunately, Mr G's car was broken into on the evening of the 30 January 2024, resulting in damage to the rear window. The car was recovered in the early hours of 31 January 2024 to a storage facility.

During conversations on 31 January Mr G was offered a hire car by Motability whilst his was being repaired. Mr G did not want to do this for personal reasons and as an alternative he was offered a pre-paid taxi account. This account was to be used for essential journeys only, such as trips to work and medical appointments. There was a limit of £150 placed on the account based on Motability's estimate of the costs of Mr G's essential journeys.

On, or around, 5 February 2024 Mr G contacted Motability to see if he could have additional money added to the taxi account as it was running low. Motability agreed to this but stated that they would not fund any more trips beyond 6 February 2024. As Mr G was concerned that he might be without transport he arranged to collect the car himself, rather than wait for delivery to be arranged. He did so on 7 February 2024 and Motability paid for a taxi but a journey of up to two hours either way being required to reach the car's location.

There does at this stage appear to be a breakdown in communications. Mr G was clearly expecting to collect a fully repaired car but in fact the car had been subject to a temporary repair to allow the car to be mobile. There were some restrictions as to the car's usage, such as requiring it to be driven below 50mph. Whilst Mr G was unhappy to take the car with the restrictions, he nevertheless took it to ensure that he remained mobile. Whilst it was a long drive home, once there the nature of his essential trips would mean that the speed restrictions etc would be less of an inconvenience.

At this stage there appeared that there was to be a significant delay in obtaining the relevant part to enable a permanent repair to take place and at one point it looked like Mr G would have to wait until May for the repair to take place. There was then a period of communication between Mr G and Motability (including companies handling service and insurance on their behalf). During these conversations an earlier date of around 20 February 2024 was offered but as Mr G was out of the country on this date it was arranged for 29 February 2024.

Mr G did look to arrange a hire car via Motability due to these delays on 15 February 2024 to cover the period until the repair would be taking place. This was passed to the hire company used by Motability in such circumstances. There was a couple of days delay before the hire company contacted Mr G to arrange delivery but as this was close to when he would be

going away there was not enough time for it to be delivered. Because there was a short gap of two days between Mr G returning from leave and the repair Mr G decided not to go ahead with the hire of the car. After some discussions Motability did pay for Mr G's return trip to the airport.

On 29 February the repair was cancelled on the day due to forecast rain as it was a roadside repair, that had the potential to cause further damage to the car because of the weather. This would not have been an issue, but the van scheduled to undertake the repair did not have a canopy. There was another period of communication between Mr G and Motability (and their representatives). Again, his request for the repair to be undertaken by a different garage was refused. As Mr G had a long trip for a job interview the following day Motability did agree to pay for a taxi for that journey.

The repair was carried out on 6 March 2024.

Mr G complained to Motability about the restrictive nature of where he could get the car repaired and the delays/inconvenience that this had caused. On 1 March 2024 Motability wrote to him not upholding his complaint. They stated that as they provided an inclusive leasing package, they were not able to arrange to use an alternate service provider as a one off.

As Mr G did not agree he complained to us.

Our investigator did not uphold Mr G's complaint. They focused on three main areas:

Did Motability comply with the terms of the agreement? They felt that they had, because they had accepted liability for the damage caused and agreed to have it repaired.

Did they provide Mr G with sufficient information when requested? They felt that the contractual obligations were for Motability to either repair or pay for the damage to be repaired and there was no requirement to explain why they had an exclusive agreement with a repairer.

Did Motability act fairly when handling his dispute? They felt that Motability had taken reasonable steps to keep Mr G mobile.

Mr G did not agree and supplied further information clarifying a few issues from his perspective. I have taken this subsequent submission into account when coming to my decision.

Because Mr G didn't agree with the investigator's decision, this matter has been passed to me to make a final 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.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

Mr G was supplied with a car under a hire agreement with Motability and this is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The terms of the contract between Mr G and Motability are what sets out rights and obligations with respect to any incident, such as damage resulting from a break in, as in this complaint. Section five of the main terms and conditions with regards this contract covers insurance. It is clear from this section that whilst Mr G is a beneficiary from any insurance in place, no contractual rights accrue to him. Motability is the sole policy holder and Mr G is reliant on them to act on his behalf to the extent they reasonably can. So, Mr G can only take action against Motability not the insurance company. This contractual right is in addition to any statutory rights that Mr G may have.

I have also to consider that by the very nature of the scheme that Motability operate many of their customers would be classed as potentially vulnerable and they would be required to have a higher duty of care in such circumstances.

I need to consider whether there has been any breach of a duty or the contract that has given rise to Mr G being able to take action. If there is, are the actions taken in response to this incident by Motability sufficient to discharge their obligations under the contract. If I believe that there has been a breach of Motability's obligations and this has had an impact on Mr G it would then be fair to ask them to put this right.

One of the concerns that Mr G has raised is that Motability only use one supplier to repair glazing problems with their cars, unless there are other issues needing repairing. This obviously restricted the choices available to Mr G and he could have had the repair carried out elsewhere quicker. Whilst I understand the frustration that Mr G feels in these circumstances, it is not unusual for companies hiring/leasing cars to have sole agreements in place for replacing parts such as glazing and tyres. So, this in itself is not sufficiently restrictive to give rise to any rights to Mr G. I need to consider the incident itself and whether Motability behaved reasonably in acting on Mr G's behalf.

The incident itself was a break into the car on the evening 30 January 2024, this resulted in damage to the rear window. It is clear from the contract that it was Motability's responsibility to arrange for the repair, with them being the insurance policy holder and Mr G a beneficiary. A temporary repair was completed on the 6 February 2024, with Mr G picking up the car on 7 February 2024. The final repair was carried out on 6 March 2024. Whilst there were issues during the period between the incident and final repair, which I will touch upon later, this is the ultimate timeline. Unfortunately, when an incident such as a break in happens the victim needs to accept that they will suffer a level of inconvenience and I cannot hold Motability liable for what could be considered normal inconvenience following damage resulting from a break in.

So was a total of 35 days between the incident and repair an unacceptable level of inconvenience and delay? It potentially is and whether I find this is unacceptable will depend on what Motability has done to mitigate the impact on Mr G and if they acted reasonably.

The incident itself happened late on 30 January 2024 and by the time Mr G got the RAC to recover the car it was the early hours of 31 January 2024, and it was transported to a storage facility. From the evidence presented to me, during conversations on 31 January 2024 Mr G was offered a hire car whilst his was being repaired. Mr G did not want to do this for personal reasons and as an alternative he was offered a pre-paid taxi account. This account was to be used for essential journeys only, such as trips to work and medical appointments.

On, or around, 5 February 2024 Mr G contacted Motability to see if he could have additional money added to the taxi account as it was running low. Motability agreed to this but stated that they would not fund any more trips beyond 6 February 2024. As Mr G was concerned that he might be without transport he arranged to collect the car himself, rather than wait for delivery to be arranged. He did so on 7 February 2024 with a journey of up to two hours either way being required to reach the car's location. The taxi costs were paid for by

Motability. There does at this stage appear to be a breakdown in communications. Mr G was clearly expecting to collect a fully repaired car but in fact the car had been subject to a temporary repair to allow the car to be mobile. There were some restrictions as to the car's usage, such as requiring it to be driven below 50mph. Whilst Mr G was unhappy to take the car with the restrictions, he nevertheless took it to ensure that he remained mobile. Whilst it was a long drive home, once there the nature of his essential trips would mean that the speed restrictions etc would be less of an inconvenience.

Unfortunately, at this stage there appeared that there was to be a significant delay in obtaining the relevant part to enable a permanent repair to take place and at one point it looked like Mr G would have to wait until May for such a repair to take place. There was then a period of communication between Mr G and Motability (including companies handling their repairs and insurance services). During these conversations an earlier date of around 20 February was offered but as Mr G was out of the country on this date it was arranged for 29 February.

One element of Mr G's complaint is that he found a garage that could do the required repair sooner and that garage was part of Motability's wider servicing network. Motability would not agree to this and required it to be undertaken by their sole contracted glass repairer. Whilst understanding his frustration, as stated earlier this in itself would not constitute a breach of contract. Equally Motability are not under any obligation to provide information about why they have contracted out their services in the way they have.

Mr G did look to arrange a hire car via Motability due to these delays on the 15 February 2024. This was to cover the period until the repair would be taking place. This was passed to the hire company use in such circumstances. There was a couple of days delay before the hire company contacted Mr G to arrange delivery but as this was close to when he would be going away there was not enough time for it to be delivered. Because there was a short gap of two days between Mr G returning from leave and the repair Mr G decided not to go ahead with the hire of the car. I note, that whilst there was a level of inconvenience for Mr G, Motability did arrange and pay for his return trip to the airport.

On 29 February 2024 the repair was cancelled on the day due to forecast rain and it was a roadside repair, that had the potential to cause further damage to the car from the rainwater. I again note there was a period of communication between Mr G and Motability (and their representatives). Again, his request for the repair to be undertaken by a different garage was refused. As Mr G had a long trip for a job interview the following day Motability did agree to pay for a taxi for that journey.

The repair was carried out on 6 March 2024.

I have to decide on the balance of probabilities what is the right and fair thing to do. As I have said whilst empathising with Mr G, Motability are not under any obligation to use a particular garage to undertake repairs at the request of their customers. The damage caused by the break-in has caused inconvenience and distress to Mr G. Motability are not liable for this distress but must act reasonably to help mitigate any impact on Mr G. Whilst accepting the provision of a taxi account is not a like for like replacement Motability has taken steps to mitigate any impact on Mr G and to keep him mobile. They initially offered him a hire car and when, for perfectly understandable reasons, Mr G did not want to take them up on the offer they did provide a taxi account for essential journeys. On the 7 February 2024 Mr G's car was returned to him, albeit with a temporary repair. Whilst inconvenient this was suitable for the majority of the journeys Mr G was required to take. Where this wasn't they did provide for a taxi, such as to the airport.

I understand the frustrations that the delays in getting his vehicle fully repaired has caused Mr G, although I also note that Mr G was unavailable between the 19 and 26 February 2024

for any repair to take place. As stated earlier Motability's obligations are to act on his behalf to the extent that they reasonably can. On the balance of probabilities, I believe that they have. There is inevitably inconvenience following an incident such as this. They did their best to keep him mobile whilst awaiting the repair. The temporary repair meant he had access to his car, albeit with restrictions on driving conditions, within seven days of the break-in. Whilst awaiting the temporary repair they provided a taxi account for essential journeys. After returning the car on the 7 February 2024 they paid for a taxi where, due to the nature of the temporary repair, his car was not suitable for a particular journey.

There is insufficient evidence to uphold Mr G's complaint and Motability are not obliged to do anymore in relation to Mr G's complaint. In which case it is open to him to pursue the matter by other means should he wish to do so.

My final decision

My decision is that I do not uphold this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 December 2024.

Leon Livermore
Ombudsman