

## The complaint

Mr A complains about the service Motability Operations Limited (MO) provided when the car supplied to him under a hire agreement broke down.

## What happened

In March 2023 Mr A was supplied with a new car through a hire agreement with MO. He paid an advance rental payment of £2,899 and the agreement was for 39 rental payments.

MO used the services of a third-party breakdown firm, and a third-party car hire firm. For ease of reading I'll refer to the breakdown firm as "B", and the car hire firm as "C".

In September 2024 the car wouldn't start. He contacted B first thing in the morning as he had a private medical appointment to attend.

B offered Mr A a taxi to take him to the appointment, but he chose to wait for C to deliver a hire car. He said C didn't contact him until after 5pm meaning he'd missed his appointment. He said the missed appointment cost him £786. He rearranged the appointment to the following day as C told him they would deliver the car to him in the morning.

He said C didn't deliver the car in time, meaning he missed the appointment – costing him another £786 for the second missed appointment. Missing the appointment meant that he could not have the planned operation. Mr A said he couldn't go on the holiday he booked as he hadn't had the operation: costing him nearly £6,000.

Mr A said the situation caused him financial issues and debt. He said MO showed no empathy. He refused their offer of £50.00 for stress and inconvenience, and £43.29 for loss of use of the car.

MO said that Mr A had mechanical issues with the car provided under the agreement, and had contacted B. They said Mr A was unhappy with the how long B were taking and asked MO to cover the cost of taxi fares. They said Mr A later asked them to cover the cost of a hire car. They declined both and referred him back to B, as it was responsible for providing support after a breakdown.

MO said that Mr A had declined B's offer of a pre-paid taxi to his medical appointment. They said Mr A declined this offer and chose to wait for the hire car to be delivered. They also said that Mr A declined the car C offered as he said it didn't suit him.

They said that their aim was to provide "*continuous mobility*" where possible, but the provision of the hire car, and alternatives such as taxi costs, were not part of Mr A's contract with them.

They said Mr A had been offered a solution that would have got him to his medical appointment, and for this reason they weren't responsible for the subsequent losses he claimed.

They said they had also listened to the call Mr A had complained about. They agreed that the call ended sooner than they'd have liked, and Mr A should have been warned it was ending. They said they'd offered £50 redress to Mr A for the stress and inconvenience caused by the calls he'd had to make. They also offered a payment to recognise the loss of use of the car.

Mr A was unhappy with this response, so he referred his complaint to our service for investigation.

Our investigator said that Mr A had been offered two reasonable methods that would have got him to his medical appointment: the taxi, and the hire car. He also felt that Mr A could've done more to mitigate his losses. This including booking his own hire car. But he did think that MO should pay Mr A £200 in compensation for their, and their partners, repeated errors that caused Mr A frustration.

Both parties didn't agree with the investigator. MO said Mr A was offered a hire car and it was explained to him that all cars were subject to availability. They said he was not told a car would be available immediately. They also said they did not offer a like-for-like replacement car. They concluded that their offer to Mr A was fair.

Mr A said he was disappointed with the outcome. He said he couldn't mitigate his losses as suggested by our investigator as he didn't have the funds.

Because both parties didn't agree, 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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 A was supplied with a car under a consumer hire agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

There's no dispute that the car broke down. The issue here is what happened afterwards, and what should've happened.

### **Complaint Handling**

Before I explain why I've reached my decision, I need to set out exactly what I've been able to consider here, and how. Mr A complained about how MO handled and responded to his complaint. Complaint handling is an unregulated activity and so, falls outside of our service's jurisdiction to consider. So, the way MO handled Mr A's complaint hasn't been considered as part of my decision.

### **The complaint**

The agreement Mr A had with MO included breakdown cover. Clause 11 of the terms and conditions of the agreement explains that breakdown cover is provided by a third-party provider: the party I have addressed as “B” in this decision. I think it’s reasonable to assume that MO are responsible for the services provided by B. That’s because Mr A doesn’t have a contract with B – his contract was with MO. It follows that the same applies for party “C” – the provider of the hire car.

Mr A had an urgent need to get to a medical appointment. B agreed to arrange a taxi to take him to his medical appointment. The hospital was around 280 miles from his home address. Mr A said the taxi cost was £800 each way. He said that cost was unacceptable so declined the offer, and said he would wait for the car hire to be available.

The problem arose when C was unable to provide him with a hire car in sufficient time to allow him to get to his appointment. Mr A was led to believe that a car was available for him. It appears that a car was available, but this wasn’t suitable for him. Mr A said he couldn’t drive this model of car due to a medical condition.

I’m satisfied that MO acted reasonably here. Mr A was offered a taxi to take him to his appointment. He declined this as he felt it was too expensive, and unreasonable to expect MO to pay this (he said he could get to Dubai for the amount they were charging). I appreciate his decision was well intentioned, but I remain satisfied that the offer was reasonable, and one that MO was willing to pay for.

I’m also satisfied that, despite some confusion, a car was made available to Mr A. I’m satisfied that it was a reasonable offer. I think it’s reasonable that MO, and C, are only able to supply a limited range of cars, and that this is subject to availability. I also think it’s reasonable that the cover doesn’t allow for a like for like car. Mr A was offered what C believed to be a reasonable car, so I’m satisfied that MO, and its partners, did what it could to assist him.

I appreciate the impact this situation had on Mr A. But for the reasons I’ve explained above, I’m satisfied that MO and its partners provided reasonable solutions that would have meant Mr A could’ve attended his medical appointment and avoided the consequential financial losses. So I won’t be asking MO to reimburse any of the costs claimed by Mr A.

I do think that the messages delivered to Mr A were unclear and led directly to much of his confusion and frustration. MO said that it can take up to three days for a hire car to be available. I’ve not seen that message being delivered to Mr A at the time – only after he complained. I’m persuaded by his testimony that he was told at various times by different parties that: he would get one of two specific model types; that a car would be ready that day (a taxi arrived to take him to C but it hadn’t confirmed availability); and when that didn’t happen, a car would be delivered first thing the following morning. So I understand why he believed a hire car would be made available.

I think clearer explanations could’ve been given to Mr A, and this would’ve helped manage his expectations.

## **Putting things right**

### Distress & Inconvenience

I’m satisfied that the lack of clarity in the messages from MO and its partners led to the frustration and confusion felt by Mr A. This had a detrimental impact on his health. So, I think MO should pay him £200 in compensation to reflect the distress and inconvenience caused.

**My final decision**

For the reasons explained, I uphold Mr A's complaint about Motability Operations Limited and they are to follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 May 2025.

Gordon Ramsay  
**Ombudsman**