

## The complaint

Ms B complains that the car she acquired through Motability Operations Limited (“MO”) wasn’t of satisfactory quality and she’s unhappy with the way in which MO has investigated her complaint.

## What happened

In January 2023 Ms B was supplied with a car by MO financed through a hire agreement. Under the hire agreement, the *Advanced Rental Payment* was £2,795, and the rental instalments were to be paid as 39 amounts at 4-weekly intervals.

Ms B says the car that she was supplied with wasn’t of satisfactory quality – she says there’s been one issue after another with the car. Ms B told us:

- She acquired the new car through the MO scheme, and she experienced a number of issues with it;
- there were problems with the brakes; the sat-nav; a wheel; and the car pulled to one side while it was being driven;
- a number of garages looked at the car before a dealership associated with the manufacturer investigated things, identified faults, and completed repairs;
- shortly after collecting the car, she noticed a noise being emitted when it was being driven, but despite two separate inspections being undertaken, no mechanical faults could be identified;
- she’s also unhappy with the service she’s received from MO specifically around the issues she’s had in getting the car to / from garages for inspections;
- MO offered her £250 for the poor service she’d been given, but she says she wants a replacement car or to have her deposit returned.

MO rejected the complaint about the satisfactory quality of the car it had supplied. But it did acknowledge there had been communication issues when it tried to arrange for Ms B’s car to be collected, and it paid her £250 as a goodwill gesture because of this.

MO said the squeak that Ms B complained about had been looked at by several experts; a recognised third-party roadside recovery firm; and a dealership associated with the car’s manufacturer, but neither could replicate the noise or find any faults with the car.

MO told this Service that *“from examination and testing of the vehicle, the engineer was unable to fault the vehicle regarding either the mould odour within the vehicle or the presence of a squeak from the brakes. It is not uncommon for vehicles equipped with brake pad and disc configurations to squeak intermittently, particularly when warmed up. This is considered normal for this type of braking system”*. And it says that while the car was being looked at, it ensured Ms B was kept mobile and it provided a courtesy car.

Our Investigator looked at this complaint and said he didn’t think it should be upheld. He explained that in this particular case, on the basis of Ms B’s complaint, his role wasn’t to determine whether there was or wasn’t a fault with the car, but instead, whether or not MO had made a fair and reasonable decision on the basis of the evidence it had. He explained

he'd seen the video footage Ms B had supplied, and he'd looked at the findings of the various experts that had examined the car, but he'd seen nothing to confirm there was a fault with the car. And on that basis, he simply could not conclude that the car supplied by MO was not of satisfactory quality.

Our Investigator explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint. He explained that as the fault complained of by Ms B was raised more than six months after she'd acquired the car, then the onus was on her to provide evidence of its existence and provide evidence that the fault in question was likely present or developing at the point the car was supplied. And he suggested the best way to do this was for her to arrange and pay for an independent inspection.

Ms B disagrees so the complaint comes to me to decide. She said it's not about the £250 compensation; it's about her feeling safe in the car she's driving. She also said she'd had the car serviced, but unfortunately, she's been told there's no noise coming from the brakes.

### **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.

As the hire agreement entered into by Ms B is a regulated consumer credit agreement this service is able to consider complaints relating to it. MO is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This says under a contract to supply goods, the supplier – MO in this case – had a responsibility to make sure the goods were of 'satisfactory quality'. So, what I need to consider in this case is whether the car supplied to Ms B was of satisfactory quality or not

Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. In this case, I would consider relevant factors to include, amongst others, the car's age, price, description and mileage.

And, having considered things most carefully, I don't think this complaint should be upheld. I say this because based on what I've seen and read, there simply isn't enough evidence to say that the car supplied to Ms B was of unsatisfactory quality. I'll explain why.

I'm satisfied that Ms B raised issues with MO very soon after she acquired the car, but I'm also satisfied that these faults were successfully repaired.

Ms B now says there's a squeak noise emitted from the brakes when she drives. But she's also said that as recently as January 2025 when the car was serviced, the servicing garage "*assured me they heard no abnormal sounds*". Ms B also says she took the car to a garage on other occasions but was told that the issue couldn't be replicated.

Taking all this into account, along with the findings from the third-party roadside recovery firm, there simply isn't any evidence of a squeak, and certainly no evidence of a fault with a squeak as one of the symptoms.

So, based on the evidence available at the moment, I'm not able to conclude that there's a fault; that it was present or developing at the point of sale; and accordingly, I'm unable to say that the car supplied was of unsatisfactory quality when Ms B acquired it. So I'm not going to uphold this complaint.

I've considered the compensation paid to Ms B by MO for the poor service it provided. I can understand that this would've caused her some distress and inconvenience. But I've also noted that MO kept her mobile and it also offered her a way of exiting the credit agreement. So in the round, I'm satisfied that a payment of £250 was fair and reasonable in the circumstances and I'm not going to ask MO to do anything more.

I know Ms B will be disappointed with the outcome of her complaint, but I hope she understands why I've reached the conclusions that I have. And without an independent inspection instructed by her, I don't think this matter can be taken further. Ms B should note, however, that were an independent inspection to evidence a fault that likely was present or developing at the point of supply, this Service would expect MO to review its position in respect of Ms B's claim.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 14 August 2025.

Andrew Macnamara  
**Ombudsman**