

## The complaint

Mrs M complains about the quality of a car she has been financing through an agreement with Motability Operations Limited (Motability).

## What happened

Mrs M took receipt of a new car in December 2024. She financed the deal through an agreement with Motability. The car was adapted to make it wheelchair accessible.

In January 2025 the car needed to be recovered by emergency breakdown services as wiring related to the wheelchair winch had contacted the exhaust and melted.

Mrs M complained to Motability. She thought the issue could have led to a fire. Motability acknowledged the issues Mrs M experienced with the car. They ensured the car was repaired and they offered her £150 in compensation.

Mrs M wasn't happy with the compensation, and she referred her complaint to this service. Our investigator didn't think it was enough. He thought Motability should increase the compensation to £250 and that they should also provide a pro rata refund of the finance instalments for the period the car was off the road.

As an agreement could not be reached the complaint has been referred to me, an ombudsman, to make a 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 agree with the investigator's view of this complaint and for broadly the same reasons. 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.

Mrs M acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Motability, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory

taking into account any description of the goods, the price and all the other relevant circumstances.

There's no dispute that this car wasn't supplied in a satisfactory condition. The relevant legislation gives Motability an opportunity to repair a car in those circumstances and that repair has now been completed.

But it's not fair for Mrs M to have been paying for a car she couldn't use, and Motability should therefore provide a pro-rata refund of finance instalments for the period the car was off the road, and a courtesy car wasn't provided. That period is from 18 January 2025 to the 30 January 2025 inclusive. Motability will need to add 8% simple interest to that refund as Mrs M has been deprived of that money.

Mrs M will understandably have been distressed and inconvenienced by these issues. She's been left without a car and has had to liaise with the repairer and the breakdown services. Motability directed her to the garage who adapted the car rather than dealing with it themselves as they should have. Mrs M has also explained that she feels the issue could have led to a fire and would have trapped the passengers in the car. It wouldn't be appropriate to award compensation for something that didn't occur, but I'm persuaded, on balance, that Motability's offer of £150 in compensation is insufficient and they should increase that payment to £250.

### **My final decision**

For the reasons I've given above, I uphold this complaint and tell Motability Operations Limited to:

- Pay Mrs M £250 in compensation for the distress and inconvenience caused (less £150 if this has already been paid).
- Provide a pro-rata refund of finance instalments for the period Mrs M was unable to use the car between 18 January 2025 and 30 January 2025 (inclusive). Add 8% simple interest per year to that refund from the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 23 December 2025.

Phillip McMahon  
**Ombudsman**