

The complaint

Mr B is unhappy with how Motability Operations Limited handled things after a new car it supplied under a hire agreement was damaged and repaired.

What happened

Around March 2023 Mr B entered into a hire agreement with Motability to acquire a new car.

Unfortunately, the car was damaged in late 2024 and required repairs which were arranged through an insurer I'll refer to as P. Mr B was unhappy with the repairs and explained the car had to be returned several times to the repairer.

Mr B says at one point around February 2025 the car was returned to him with illegal drugs in it. He explained he was worried the car had been involved in criminal activity, and so no longer wanted to keep it.

Mr B complained to Motability. He asked to reject the car and said Motability should pay for a hire car for him, until he got a new car. Motability issued a final response in March 2025. This said, in summary, that given Mr B's concerns, Motability would allow him to cancel the agreement and said it would waive the cancellation fee. But it explained it wouldn't pay for a hire car, as his car was safe to drive.

Mr B remained unhappy with this and referred the complaint to our service. He said, in summary, that he was concerned about his and his family's safety, as he thought the car might have been involved in drug dealing. And so, he said it was unfair he should have to pay out for a hire car.

Motability explained to our service that it had told Mr B it could keep his agreement temporarily live, while he applied for a new agreement and car. Motability said this would've meant he was kept mobile. But Motability explained Mr B didn't accept this, and he chose to exit the agreement immediately.

Our investigator issued a view and didn't uphold the complaint. In summary, he explained that he thought Motability had acted reasonably.

Mr B was unhappy with this. In summary, he reiterated he was concerned about the safety of him and his family. He gave further details about the issues with the repairs arranged by P. He explained some details about health issues he had and the impact of the situation on him. And he said he'd incurred about £6,000 in hire car fees.

Mr B later gave some further details, including that he was concerned he would be attacked in the car if he kept it. He said Motability should've helped further.

Our investigator confirmed he could only look at the actions and responsibilities of Motability, not P. And he explained what Mr B had said didn't change his opinion.

Mr B remained unhappy, so the case has been passed to me to decide.

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 do not think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I might not comment on every point raised or every piece of evidence. I want to reassure Mr B and Motability that I've carefully considered all of the available information. But, I'm going to focus my decision on what I think are the key facts and the crux of the complaint.

Next, it's worth setting out that I can only consider Motability's role and responsibilities here as the finance provider. Mr B has made several complaint points, such as what happened when the car went for repairs, which would fall under what P are responsible for. I will not be addressing these issues in this decision.

I've thought about how Motability treated Mr B when he told it about his concerns with the car and his safety.

In summary, Motability allowed him to end the agreement and waived the cancellation fee. When it did so, it said Mr B could either temporarily keep the car while he arranged a new one, or he could hand it back. I find this was a fair way of treating the situation.

When Mr B explained he no longer wanted this car, he said Motability should cover the cost of a hire car to keep him mobile. I've carefully considered this, and I appreciate what Mr B told us about his health and concerns about his family. But I don't think Motability were under any obligation to pay for a hire car when the agreement ended. Nor do I think it would've been reasonable for it to do so under the specific circumstances here.

I want to reassure Mr B again that I've considered everything he told our service. And I understand his strength of feeling about what happened. But I find Motability acted reasonably and it needs to take no further action.

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 Mr B to accept or reject my decision before 23 February 2026.

John Bower
Ombudsman