

The complaint

Miss W is unhappy with how a breakdown was dealt with when a car supplied to her under a hire agreement with Motability Operations Limited (Motability) was failed.

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

What happened

Miss W was supplied with a new car via a hire agreement with Motability in June 2018. Miss W paid an advance rental payment of £5,295 and the agreement was for 65 months.

I will go into the details in my consideration set out below, but the crux of Miss W's complaint is that her car broke down on 14 October 2024. There were a number of failings in the way both the recovery of the car and the arrangement for onward travel for her disabled son were handled. This caused considerable distress to her son, as well as inconvenience to both Miss W and her son. As Miss W was not happy, she complained to Motability.

On 9 January 2025 Motability issued their response to Miss W's complaint. Whilst acknowledging failings they felt that as both they and the breakdown service had offered compensation (£400 and £150 respectively) as a goodwill gesture this was sufficient compensation. Miss W had rejected this offer, so she complained to us.

On 20th November 2025 I issued a provision decision as outlined below:

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

Miss W's complaint relates to how Motability dealt with the breakdown of her car, rather than the quality of the car or the agreement itself. If I believe that Motability has not dealt with the breakdown of Miss W's car in an appropriate manner, then it would be right and fair to ask them to put things right.

Section 11 of the hire agreement that Miss W has with Motability sets out that they are responsible for putting in place breakdown assistance through a third party. So, there is a contractual obligation in place for a breakdown service to be provided. Whilst they are not directly responsible for providing the service as it is provided through a third party, Miss W has no contract with the breakdown service so it is Motability that would be accountable for any issue with the service provided by the breakdown service. It would then be up to Motability to seek their own redress from their supplier.

It would appear that the facts of the case are not in dispute. Miss W's car broke down when being driven to pick her son up from college at around 4pm on 14 October 2024. This breakdown was reported in accordance with the relevant process and also there was an arrangement made for a taxi to collect Miss W's son. There appears to have been a miscommunication between the various parties involved in responding to Miss W's breakdown. This resulted in two taxis arriving to pick her son up that were not suitable for his

wheelchair, despite this information being relayed by Miss W. This meant that her son was not picked up until approximately 10pm.

There were also issues with the breakdown service itself and at approximately 7:30pm Miss W's car was recovered by the police to a place of safety.

In terms of getting the car back on the road the car was recovered to a servicing garage and it was eventually repaired and returned to Miss W on 19 November 2024. From the time of the breakdown until a suitable hire car was available on 22 October 2024 a taxi account was put in place to keep Miss W's son mobile.

As part of my considerations I have asked Miss W what she believes is reasonable compensation. Much of Miss W's response focuses upon the steps she believes that Motability should take to avoid such instances in the future, these being:

- Training for Motability's third party providers
- Reliable protocol for communications between third parties
- Rapid response protocols to dispatch appropriate wheelchair accessible taxis in such circumstances
- Effective feedback mechanisms for carers and disabled passengers when failures occur

Whilst these are valid points this service has no power to direct Motability to follow any of them. Our focus in this case is on the appropriate financial restitution. Miss W has indicated that she believes that this should be in the region of £1,500 to £1,750. This response was put together with her son, who suffered much distress because of the failure.

It is clear and accepted that a mistake has been made and it is right that Motability do put things right but it is the extent of the compensation that is due that is in question.

I am empathetic to the impact that this has had on Miss W and her son; and fully understand her frustrations and the health impacts. However, I need to balance what is right and fair for both parties and be consistent with other decisions where the consumer has suffered similar impact – whilst recognising that every consumer is different.

Our website states that an award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation.

It is always difficult to quantify what damages are appropriate in any particular case and this would be the normal starting point for consideration of compensation.

There are two things that I must take into account to decide whether this range is the right range.

The first is the impact on Miss W's son. By the very nature of the scheme that Motability operate their customers will be vulnerable and that places a higher duty of care upon them. It also means that the impact of any failure may well be felt beyond what would normally be expected. Whilst I won't go into the full details Miss W has kindly provided testimony from her son's school and support team that explains that the impact upon him lasted beyond the incident, and they gave a timescale of weeks for the impact.

Our website further details the criteria we use to make awards of up to £750 and that includes the impact of a mistake causing considerable distress, upset and worry. Typically, the impact lasting over many weeks or months. This would seem to have a better fit with the impact that this mistake has had on Miss W's son.

The second thing I need to take into account is that this is not the first time this very incident has taken place. There were previous errors in May 2023 and March 2024. Again, there is testimony from the school and support team that shows the impact upon Miss W's son. I need to be clear that I can only make a judgement in relation to the incident that took place on 14th October 2024, as that is subject to this complaint. However, I can take the previous incidents into account as they show a pattern of behaviour.

I believe the testimony shows the impact on Miss W's son sits within the awards of up to £750 compensation range and given the vulnerable nature of their clients Motability should be aware that any failings could have a disproportionate impact on them. I also need to take into account the details of the previous failings – although I can't make specific payments for them and I know that on at least one occasion Miss W has been compensated for the previous failings. I believe a figure of £900 would represent a fair compensation figure, being at the top of the range and an additional sum because of previous failings.

If I am to hold Motability accountable for failings by their breakdown and taxi services then it is only right that I take into account any compensation already provided by these services. I understand that a payment of £150 has already been paid to Miss W by the breakdown service. This means that I believe a payment of £750 is fair from Motability.

I do uphold this case

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.

My position remains that I still uphold Miss W's complaint and the view that Motability did not deal with the breakdown of Miss W's car in an appropriate manner. Of particular note was that this was not the first such failing and the considerable impact on the health and well being of Miss W's son. Whilst the failings were primarily due to contractors handling the breakdown and taxi services, Miss W's primary contract is with Motability and they hold accountability for the provision of services delivered on their behalf.

Motability have contacted the service and confirmed that they have accepted my provisional decision.

Miss W has also confirmed that she accepts my decision but does make a couple of further points for me to consider. The first is that the £150 has not been paid by the breakdown service as Miss W rejected that payment whilst she was pursuing her complaint with Motability. She also highlighted how the repeated failure to follow communication instructions exacerbate the impact on her son.

My award was based on the fact that £150 had already been paid by the breakdown service and Motability should ensure that this is paid. If it is not, then the full payment of £900 should be made by Motability. With regards to the second point, I am limited in what I can direct

Motability to do and operational matters remain an issue for them to consider and make amendments to their processes that they see fit. However, I want to assure Miss W that I did take into account the systemic issues in how they responded to the individual needs of her son caused by the breakdown. That is why, amongst other things, I have set the compensation at the upper end of what would normally be awarded in such circumstances.

My decision is that I still uphold this case

Putting things right

I uphold Miss W's complaint against Motability and to put things right they need to:

- Pay compensation of £900, this figure to be reduced to £750 on confirmation that Miss W has received the £150 offered from the breakdown service

My final decision

My decision is that I do uphold this case and Motability Operations Limited. In order to settle this case they are directed to follow the redress above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 18 January 2026.

Leon Livermore
Ombudsman