

The complaint

Mr S complains about Motability Operations Limited ('MO'). Mr S says following an accident it didn't provide, or arrange for, reasonable assistance for him. And when the vehicle he had needed replacing, MO ended the support it was providing to him, terminated the hire agreement and provided the new vehicle he was due to have to another customer.

Mr S' complaint has been brought by a representative, I've referred to Mr S and the representatives' comments as being from Mr S for ease of reading.

I'm not upholding Mr S' complaint which means that I won't be asking the business to do anything differently.

What happened

Mr S' complaint is about a hire agreement he entered into in 2022 with MO. The hire agreement had a term of three years. Mr S was provided with a car as part of this under the Motability scheme.

Mr S has also complained about the quality of the car. This complaint is being considered separately, and I won't consider it here.

In June 2024 Mr S submitted an application for a new vehicle. In September 2024 he was involved in a car accident. The car was judged to be a total loss by the insurers in October 2024. Mr S was provided with a hire car from his insurers between the time of the accident and the insurance 'write off'. And MO then provided a hire car for a period after this time (which I'll cover below). Mr S was unable to arrange a new vehicle with the Motability scheme and so his support from MO was stopped.

Mr S complained to MO about the support it had provided from the time of the accident onwards. MO considered this complaint, and it didn't uphold it. It said it had helped Mr S when the car had been written off and it had supported him while he was trying to arrange a further car through the Motability scheme.

Mr S didn't agree with this and brought this complaint to the Financial Ombudsman Service.

Investigator's outcome

Our Investigator didn't uphold Mr S' complaint. He said the finance agreement didn't provide for onward travel assistance or a hire car. And MO had been fair in respect of the process of his starting a new agreement and the period of support it provided to him, given the circumstances.

Mr S didn't agree with the Investigator. He said he had an alternative wheelchair that he could have used and so the Motability scheme shouldn't have cancelled the order for a new vehicle. This has left him housebound.

Because Mr S didn't agree, this matter has been assigned 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.

It's important to mention that there is more than one 'Motability' organisation that Mr S was dealing with at the time. There is the Motability charitable organisation that arranges the Motability scheme and the transport for its customers. And there is MO, which is a commercial company which operates and enables the Motability scheme. MO has provided the hire agreement and is the regulated entity here.

I must restrict my decision to the aspects of Mr S' complaint which MO is responsible for and are regulated activities. In this case this, is the provision and operation of the hire agreement and any ancillary activities to this. Part of Mr S' complaint is about the arrangement of new transport via the Motability scheme which didn't go ahead. MO is not responsible for any difficulties Mr S had with this arrangement. This would be the responsibility of the Motability scheme itself.

What has happened with the car and Mr S' membership of the Motability scheme

As I've said above, the vehicle Mr S was provided from the Motability scheme was in an accident. I've looked at the agreement that Mr S had with MO and it doesn't include provisions for onward travel or recovery of the vehicle. So, I'm not upholding Mr S complaint that this was not provided to him when he had an accident, as MO had not agreed to do this.

MO says that, as a goodwill gesture, it tries to support customers for 90 days where a vehicle has been written off. It says that under normal circumstances a consumer would need to have made a new application via the Motability scheme within 14 days and obtained their next vehicle within three months of a car write off for MO to support them in this way.

Mr S was provided with a hire car by MO in October 2024 after the car provided by the insurers was no longer available. This was on the basis that Mr S would continue to be a member of the Motability scheme. MO retained the scheme qualifying allowance to pay for this, though I understand this wouldn't cover the cost of the hire car.

Mr S is a wheelchair user, and his wheelchair had been damaged in the car accident. Mr S was trying to obtain a new wheelchair, but from the information I've been given it demonstrates that he was having problems doing this. He needed a new wheelchair to agree a new car with the Motability scheme. As I understand it, Motability needed the measurements of the wheelchair before it would agree a new scheme application which included a grant for his deposit and car modifications.

In December 2024, Mr S asked if the hire car support could be extended while he arranged a new wheelchair and vehicle. MO agreed to do this until 31 January 2025. I can see that MO told Mr S that this would be the latest time that it would provide ongoing support if new Motability transport was not agreed with the Motability scheme.

The records and correspondence demonstrate that Mr S was unable to arrange a suitable car through the Motability scheme due to the problems with the wheelchair. In January 2025, his new application to join the Motability scheme was cancelled. To clarify, MO did not have any input on this decision.

As the new application for a Motability vehicle was not proceeding MO withdrew the support it was providing to Mr S, in the form of the hire car. I don't think this was unreasonable. The

hire car and support that MO was providing was a goodwill gesture and it wouldn't be fair for me to say that this should be extended. I don't think MO was acting incorrectly when it withdrew this support as Mr S didn't continue his membership with the Motability scheme.

Mr S has said that he could have arranged a contract with Motability and this should have gone ahead. But, as I've said, I don't think this is an issue that should be raised against MO, this is an issue he needs to raise with Motability itself.

My final decision

For the reasons set out above, I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 18 February 2026.

Andy Burlinson
Ombudsman