

The complaint

Mr D complains about a car supplied under a hire agreement, provided by Motability Operations Limited.

What happened

Around February 2025 Mr D acquired a new electric car under a hire agreement with Motability. Mr D paid an initial rental of £5,495.

Unfortunately, Mr D says the car developed issues.

He said following a software update around October 2025, the car was losing charge when parked. The car was recovered to a dealer in November 2025 where it remained for about three weeks. A software update was applied.

A recall notice was also issued about the 12v battery in the car around October 2025.

Mr D was unhappy with this and complained to Motability.

Motability issued a final response to the complaint in December 2025. This said, in summary, that it recognised the loss of confidence Mr D had in the car and it had agreed to process a voluntary early termination of the lease.

Motability said it would give a pro-rata refund of the advance payment, backdated to October 2025 when Mr D reported the issues. It said it had been agreed with Mr D that this would be paid directly towards the advance payment on a new car. It said it had refunded £143 to reflect the time the car was with the dealer. And it said it had sent Mr D £200 to reflect the stress and inconvenience caused.

Mr D remained unhappy with this and referred the complaint to our service. He said, in summary, that Motability was trying to steal £2,000 from him. He said Motability had damaged the car. And he said Motability were abusing and bullying him.

Our investigator then issued a view. She explained she didn't think Mr D had shown there was a fault with the car. So, she said the offer Motability had made was fair.

Mr D was unhappy with this. In summary, he said the investigator hadn't taken the complaint seriously. He said the car should've lasted longer than it did. And he said he thought faults with the car began earlier than October 2025. Mr D also explained some information about his living situation and health issues.

As Mr D remained unhappy, the complaint was 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 single piece of evidence. I want to reassure Mr D and Motability that I've carefully considered all of the available information. But, I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Motability here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also sets out that the durability of goods can be considered as part of satisfactory quality.

In this case I'll consider that the car was brand new. So, I think a reasonable person would have very high expectations for its quality.

The first thing to consider is whether Mr D's car developed a fault. It's worth setting out to both parties that there is something of a lack of evidence here. But I've reviewed the information available.

I've seen an email that appears to be from the dealer to Motability dated 27 November 2025. This said:

"We have completed an initial triage of the vehicle. Following this, the workshop has determined that the concern requires inspection by one of our senior technicians due to the complexity of the issue."

I've then seen from Motability's contact notes dated 2 December 2025:

"Called (dealer name and number) : Update completed has resolve the battery management issue"

Considering all of this, it does seem the dealer noted an "issue" here, but I don't have any further information.

I've also had in mind what Mr D said about his living situation at the time. I have considered this *might* have contributed to why the battery was potentially draining when it was parked.

Thinking about this, it seems it's at least *possible* there was a fault. That being said, even if I accepted there was a fault, and then found this meant the car was not of satisfactory quality, I'm satisfied a repair was carried out free of charge to Mr D.

Mr D said the car continued to have issues after the software update. But there is little to show this. I've seen a screenshot of what I presume may be an app in connection to the car. This is dated 11 January and says:

"There is an electrical drain in (model name), possibly caused by aftermarket device(s)."

I've considered this carefully, but I don't think this alone shows a fault, given it specifically says it may be due to an external issue.

So, on balance, I think it's likely the software update resolved the issue, if it was present.

Under the CRA, a repair was a remedy available to Mr D if the car was not of satisfactory quality. As above, I'm satisfied this was completed without charge to Mr D. So, whatever happened, broadly his rights under the CRA would've been met.

I've then noted Motability reimbursed him his payments for when he was without the car and paid him £200 to reflect the distress and inconvenience caused. I'm satisfied this would be a reasonable way for it to put things right under the circumstances. So, whatever happened here, I find Motability have already done enough to put things right at this point.

Beyond this, I have noted following the repair Motability then agreed for the car to be returned and for Mr D to be reimbursed a pro-rata portion of the initial rental. Given my findings above, I'm not going to make any direction on this point, and Mr D will need to contact Motability directly to discuss this further.

I do think it may be helpful for Mr D to explain that in any event, I would not find it reasonable that he was returned his entire initial rental given he had some use of the car. Hopefully this helps to reassure him that someone has reviewed this point.

I have then thought about what Mr D said about the recall. I've seen a copy of the recall notice from 3 October 2025. This explained there was an issue where if the 12v battery drained, and the car had been exited in a certain way, the car may not open. It went on to say:

"You can continue to drive your vehicle, with consideration to the advised issue"

I've thought about this, but I don't think, on balance, this meant Mr D's car was of unsatisfactory quality due to the recall notice. In any event, it's been agreed for the car to be returned. So, Motability needs to take no action on this point.

I want to reassure Mr D that I've carefully considered everything else he's said. But I've seen no evidence Motability damaged the car, nor mistreated Mr D. So, I still think Motability has already done enough to put things right and so I do not uphold this complaint.

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 D to accept or reject my decision before 20 February 2026.

John Bower
Ombudsman