

The complaint

Mr M complains that the car he acquired through Motability Operations Limited (“MO”) wasn’t of satisfactory quality and he’s unhappy with the way in which MO has investigated his complaint. Mr M wants to be able to exchange the car for another one.

What happened

In January 2025 Mr M was supplied with a car by MO financed through a hire agreement. Under the hire agreement, the *Advanced Rental Payment* was £4,899, and the rental instalments were to be paid as 39 amounts at 4-weekly intervals.

Mr M says the car that he was supplied with wasn’t of satisfactory quality – he says the car jolts when it’s being driven, and this is a result of failed earlier repairs; the ABS unit was replaced in July 2025. Mr M told us:

- He ordered his new car in January 2025, but shortly after delivery, when driving on the motorway, he experienced faults with the car’s speed;
- the car’s speed would increase or decrease outside of his control;
- although repairs were completed – the ABS unit was replaced in July 2025 – the problem with the jolting has persisted;
- he’s had other problems with the car as well and had to make a number of visits to various dealerships to have things looked into;
- he wants MO to agree to exchange the car for a new one because he’s lost all faith in this car; he doesn’t believe it’s safe to drive.

MO rejected the complaint about the satisfactory quality of the car it had supplied. It said Mr M raised concerns about the ABS system and the car’s braking and driveability. But although the ABS system had been replaced previously, no dealership could identify any further faults. MO said that it arranged a technical inspection and this identified six stored fault codes requiring further investigation, but that Mr M wasn’t prepared to leave the car for a couple of days, so no further analysis could be undertaken.

MO said that in the absence of any evidence confirming a fault with the car, it couldn’t accept its rejection. And it explained that Mr M could simply cancel the agreement, but that there’d be a fee for doing so, and any optional extras he’d selected would not be refunded.

MO said that on 16 September, Mr M took the car to a dealership, even though he had no appointment. It was able to complete a large software update, but when Mr M was told that the car was ready for collection, he refused to pick it up, instead preferring to keep the courtesy car that had been arranged for him.

Our Investigator looked at this complaint and initially said that there were grounds upon which it *could* be upheld. She explained that Mr M had said that when he collected the car following the software update, he’d completed a test drive, and the jolting fault was still present. Because it appeared that the first repair had not successfully addressed the fault – the ABS unit had been replaced to address the jolting – it would be reasonable to permit Mr M to reject the car and obtain a replacement car under the MO scheme.

MO disagreed with our Investigator's preliminary findings. MO said it had spoken with the dealership about the test drive Mr M had completed after the software update. It said that any jolting was a result of "user error"; heavy braking followed by sudden heavy accelerating, and the jolting couldn't be replicated by anyone else. It noted that although this was the same make of car as Mr M had owned previously, this one was a hybrid and had electric motors, so it performs and behaves differently to Mr M's previous car. It said that Mr M had been kept mobile while the supplying dealership completed the large software update, and that it had seen nothing that indicated the car it had supplied was unsafe or required further diagnostics.

Our Investigator looked at this complaint again and said she didn't think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint, and said that, having reviewed all the evidence, together with everything that Mr M had told her, she simply could not conclude that the earlier repair had failed, or that there was an unresolved mechanical fault with the car. And because of this, she found no evidence of an inherent fault with the car or that MO had acted unfairly.

Mr M disagrees so the complaint comes 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.

As the hire agreement entered into by Mr M is a regulated consumer credit agreement this service is able to consider complaints relating to it. MO is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This says under a contract to supply goods, the supplier – MO in this case – has a responsibility to make sure the goods were of 'satisfactory quality'. So, what I need to consider in this case is whether the car supplied to Mr M was of satisfactory quality or not

Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. In this case, I would consider relevant factors to include, amongst others, the car's age, price, description and mileage.

And, having considered things most carefully, I don't think this complaint should be upheld. I say this because based on what I've seen and read, there simply isn't enough evidence to say that the car supplied to Mr M was of unsatisfactory quality. I'll explain why.

I'm satisfied that Mr M raised issues with MO very soon after he acquired the car – he complained about a fault that presented itself through the jolting of the car. But I've noted that the ABS system was replaced, and I'm satisfied, in so far as I can be, that this remedy along with the software updates successfully addressed the problem. I say this because despite looking very carefully at the images and videos sent in by Mr M along with invoices and job sheets, I've seen no evidence that the fault has returned and that the repair was unsuccessful.

In summary, despite a number of inspections by various skilled and qualified people, there's simply no evidence of a mechanical defect with the car, and nothing to suggest that there's a current fault that's a result of a failed repair. Because of this, I can't conclude that the car supplied by MO was not of satisfactory quality, and I don't think this complaint should be upheld.

I know Mr M will be disappointed with the outcome of his complaint, but I hope he understands why I've reached the conclusions that I have.

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 M to accept or reject my decision before 13 April 2026.

Andrew Macnamara
Ombudsman