

## The complaint

Miss O's complaint is about Motability Operations Limited trading as Motability Operations (MO) decision to terminate her Hire Agreement and take back the car.

Miss O is represented in this complaint by Miss J but, for ease, I'll refer to Miss O directly throughout my decision.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

Having done so, while I know this will come as a disappointment to Miss O, I agree with the conclusions reached by the investigator for these reasons:

- The terms of the agreement clearly state, *'Where we have concluded that a telematics Device is required, you shall if requested to do so, and on reasonable notice, deliver the vehicle to a telematics installer selected by us, for the purposes of installing the telematics device'*.
- MO say Miss O's application was accepted on the provision that a telematics device was fitted to the car with the purpose of ensuring its use stayed within the terms of the agreement. The contact notes I've seen support this. So, I think it was a reasonable request for them to then insist on one being fitted.
- MO have evidenced several attempts were made to arrange for the telematics device to be installed but on each occasion the appointments were cancelled due to the appointment not having been confirmed or the car not being available to the engineer.
- In May 2025, MO sent Miss O a default notice stipulating a date by which she needed to have successfully arranged and completed the installation of a telematics device with their chosen installer. As the deadline passed without the required action having been taken, MO went on to terminate Miss O's agreement.
- I understand Miss O argues the car was being used in line with the terms of her agreement. My decision here doesn't dispute that. Unfortunately, I don't think that has a bearing on the outcome of this complaint. Rather, what I consider to be key is that I think MO's requirement for a telematics device to be installed was fair – and that requirement wasn't met.
- I'm satisfied MO made reasonable attempts to facilitate the installation. I'm also

satisfied they gave Miss O final notice of the requirement, clearly setting out a deadline for completion and the consequences of the requirement not being met.

- Only after the deadline within MO's default notice had passed, did they proceed with termination, something I think was reasonable for them to have done.

While I have sympathy for Miss O's situation, I'm not persuaded MO have done anything wrong here. I'm not upholding this complaint. here

### **My final decision**

My final decision is that I do not uphold this complaint about Motability Operations Limited trading as Motability Operations.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 11 March 2026.

Sean Pyke-Milne  
**Ombudsman**