

The complaint

Mr B is unhappy with the support given to him by Motability Operations Limited (MO) when he experienced problems with a car supplied to him under a hire agreement.

What happened

In June 2022 Mr B was supplied with a new car by MO under a hire agreement. As part of the agreement, MO included service, maintenance, repairs, insurance, and roadside assistance – their ‘Worry-Free’ package.

A month later the car broke down. Mr B called the roadside assistance company included as part of the agreement. But he encountered many problems with them, such as:

- An initial six-hour wait for the roadside assistance company to arrive.
- The car being removed by the police, and not located for around a month.
- Being issued with a penalty charge notice and needing to pay towards maintenance of the hire car he was given.

Mr B complained to the roadside assistance company at this point, as well as to MO as he found the roadside assistance company frustrating to deal with. MO agreed to try and help Mr B with the roadside assistance company, and they agreed to cover the cost of the penalty charge notice and the costs Mr B had incurred for maintenance of the hire car – the roadside assistance company also responded to Mr B with an apology and an award of compensation. As that complaint has already been looked at by our service I won't be dealing with it in this decision.

Unfortunately, Mr B had reason to contact the roadside assistance company again a couple of weeks later, as the car had been damaged whilst it was in their possession. The roadside assistance company were slow in responding, so Mr B reached out to MO for help. MO contacted the roadside assistance company on Mr B's behalf and at the beginning of December 2022, the roadside assistance company agreed to pay for the repairs. At this point, MO stepped away from the process.

Five months later, in May 2023, Mr B contacted MO again because the car still hadn't been repaired. MO asked Mr B to deal directly with the roadside assistance company, but a month later he got back in touch, as he was struggling to move things forward, and found the process frustrating. At this point MO intervened and agreed with the roadside assistance company to arrange the repair and cover the cost of a hire car while the repair was completed. MO also paid Mr B £150 compensation for the stress and inconvenience he'd been caused by having to contact them again and the delays in the process.

Mr B brought his complaint to our service. Our investigator didn't uphold it. She explained why she was only considering what had happened in the latest complaint Mr B had raised. She said she felt MO had worked hard to initially try and resolve things for Mr B, even though it wasn't their responsibility to do so, but she did think they should have continued to help to ensure all matters were finalised once the roadside assistance company had agreed

to the repairs in December 2022. Overall though, she said she felt MO's compensation award of £150 was fair.

Mr B didn't agree. He said he didn't feel MO had offered him adequate support to resolve the problems he'd faced.

As he didn't agree, it's been 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.

It's clear that Mr B feels strongly about this, and I'd like to reassure him that I've read and considered everything that's been provided, although I haven't commented on it all in this decision. I will be focussing on what I consider to be the key points of the complaint.

Having reviewed everything, it seems most of Mr B's frustrations are as a result of the actions of the roadside assistance company and how they dealt with his initial problem, and the subsequent problems he faced while the car was being assessed and repaired. It has previously been explained to Mr B by our service that we can't consider a complaint about that – as such I won't be commenting on it. I will be focussing on MO's involvement with Mr B as outlined in their comments in their final response letter in June 2023, and whether I feel they have acted reasonably towards him. And in this case, I'm satisfied MO have dealt with Mr B fairly, including their payment of £150 compensation. I'll explain why.

It's clear from Mr B's testimony and the information provided by MO, that he was experiencing real difficulties with the roadside assistance company and the relationship between them had broken down. So, whilst I'm satisfied it wasn't part of MO's responsibility to step in and try to facilitate a satisfactory outcome on behalf of Mr B, I'm pleased to see they did. MO's records show they were very proactive in chasing the roadside assistance company to reach a suitable solution for Mr B initially. However, I do agree with our investigator and think MO should have continued to mediate between Mr B and the roadside assistance company until they were satisfied everything that was in dispute or unfinished had been finalised and completed. Instead, MO stepped away at the point the roadside assistance company agreed to pay for repairs to Mr B's car in December 2022 – and it was a further five months before Mr B got back in touch with MO to confirm the repairs were still outstanding. I'm not persuaded that would've been the situation had MO kept an eye on how things were proceeding. When Mr B did get back in touch with MO, they asked him to deal directly with the roadside assistance company – but I'm satisfied the previous problems he'd experienced should have led to MO continuing to offer their support at this time too.

I'm satisfied the delay could have been avoided had MO continued to be a point of contact between the parties, and it's more likely than not that the car would have been repaired sooner had they done so – but MO accept that too and have paid Mr B £150 to recognise that delay. I'm satisfied that's a fair amount in this case. The problems Mr B experienced were because of the roadside assistance company as opposed to MO, and I'm more satisfied than not that MO worked hard to try and reach a suitable solution for Mr B. I also have to bear in mind that Mr B was provided with a hire car when required, so was still able to travel as and when he needed to.

I know this has been a difficult experience for Mr B, and he feels he should be entitled to more compensation. I have sympathy for him, as it was obviously a distressing time for him. But I'm only deciding on how MO have dealt with Mr B and, as I've explained above, I'm satisfied MO did all they really could, apart from the delay, to bring Mr B and the roadside

assistance company closer to a satisfactory resolution. And I'm satisfied the compensation they've already paid Mr B, when I consider everything, is a fair reflection of the delays caused. So, it follows that I won't be asking MO to do anything more here.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 April 2024.

Kevin Parmenter
Ombudsman