

The complaint

Mrs L complains that Alphabet (GB) Ltd (Alphabet) cancelled the delivery of a car and didn't replace it with a like for like option. She would like either Alphabet to honour its original agreement with her, or compensation for financial loss and the inconvenience caused.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the 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, I have reached the following conclusions:-

- I do appreciate it must have been disappointing for Mrs L not to get the car she took out an agreement for. She feels it's unfair that consumers only have a 14 day cooling off period with finance agreements, whereas businesses, in her view, have an open ended right to withdraw from agreements with no consequences. I need to make it clear that, in this decision, I can only consider Alphabets actions I can't comment on businesses in general
- As I understand it, Alphabet was unable to go ahead with the delivery of the car Mrs L took out an agreement for, due to the car not being available as it had a manufacturing fault. That's unfortunate but not something that Alphabet could either have predicted or be held responsible for.
- I have carefully considered the agreement Mrs L signed. This includes the standard 14 day cooling off period she had to cancel the agreement. It also states the agreement starts from the date the vehicle is delivered. I appreciate Mrs L feels this is unfair but she would have been aware of this when she signed the agreement. As there is no dispute the car wasn't delivered, this means that the agreement wasn't activated.
- Mrs L has also referred to clause 4 in the agreement which states that Alphabet may replace the vehicle with one of the same model, similar age and condition at any time during the agreement. However this clause only states that Alphabet 'may' replace not that it will or must replace it. However the main point here is that the agreement also states it might do this 'during the time of the agreement'. As the agreement hadn't started Alphabet was under no obligation to provide a replacement or like for like car for Mrs L,
- Whilst I do understand Mrs L's frustration I can't reasonably say that Alphabet has done anything wrong. So, on that basis I can't ask it to honour the agreement she originally had, neither can I ask it to compensate her financially in any way.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 27 November 2025.

Bridget Makins
Ombudsman