

## The complaint

Mr W complains that a car he took from Alphabet (GB) Ltd was not of satisfactory quality. He says that Alphabet should have agreed to its return and compensated him accordingly.

## What happened

In February 2024 Mr W and Alphabet entered into a three-year personal contract hire agreement for a new car. Under the agreement, Mr W was to pay £1,223.76, followed by 35 monthly payments of £407.92. Mr W took delivery on 1 March 2024.

Mr W reported some problems with the car. They included issues with its Bluetooth microphone, damage to the interior, and an alloy wheel which was damaged when other work was being carried out. Those issues were resolved under warranty – although Mr W says the work took too long. Mr W said too that the driver's window was noisy when travelling at speeds above 40mph. Attempts were made to resolve that issue by replacing the window seal and the quarter window, but the noise remained.

The dealership and Alphabet said that this did not constitute a defect in the car. They could identify no manufacturing or other fault.

Alphabet acknowledged that the repairs which had been successfully completed had taken longer than they should have done. It offered Mr W a total of £330 in recognition of the loss of enjoyment of the car and for the distress and inconvenience he had suffered. Mr W accepted that offer on condition that he could still refer the case to this service. Alphabet agreed and paid Mr W £330 in January 2025.

Mr W referred the matter to this service. He said that he should have been able to reject the car in or around November 2024. Because Alphabet did not agree, he has continued to incur costs, including monthly hire payments and the cost of an annual service. Had he been able to reject the car, he could have acquired a similar vehicle on more favourable terms. And he remained unhappy that the issue of the wind noise had not been resolved.

One of investigators considered what had happened but did not initially recommend that Mr W's complaint be upheld. She was not persuaded that the noise issue meant that the car was not of satisfactory quality.

In response, Mr W obtained a short and relatively informal engineer's report. It said:

*carried out a road test and can confirm there is a wind noise at 40 mph around the drivers door area*

*i carried out a smoke test on the door and window area and found that the window trim and seal is allowing smoke to pass into the vehicle so i would say that the window seal/trim requires replacing*

*customer has videos to prove*

*In my professional opinion i feel that this is a manufacturing defect and i cant see any evidence that this is damaged caused by outside influence*

The investigator reviewed the case in the light of the report and issued a second view. She concluded that the car was not of satisfactory quality and that Mr W should be able to reject it. In addition, she recommended that Alphabet refund 5% of any rental payments made, with interest at 8% a year those refunds, and pay Mr W a further £150 in recognition of the inconvenience to which he had been put.

Alphabet did not accept the investigator's recommendations in full. It did however offer to reduce all hire payments by 5% (including those due in the future), to pay interest on any refunded payments, to reimburse the cost of the engineer's report (£80) and to pay Mr W a further £150.

Mr W did not accept that offer and asked that an ombudsman review the case. I did that and issued a provisional decision in which I said:

*Under the Consumer Rights Act 2015 Mr W's contract with Alphabet was to be read as including a term that the car would be of satisfactory quality – meaning the quality that a reasonable person would expect in all the circumstances. Since this was a brand-new car, I think Mr W was entitled to be free of any defects and to be delivered to him in exactly the condition the manufacturer intended.*

*There is no dispute that there were defects, or that repairs were needed. I believe it is accepted too that those repairs took too long to complete. But I think that the total of £330 which Alphabet paid Mr W in respect of those matters is reasonable in all the circumstances.*

*There is, however, no agreement about the wind noise around the driver's window. Alphabet does not accept that there is a fault; its settlement offer was made in an attempt to resolve the complaint but without admitting liability.*

*I am satisfied that there is noise from the driver's window, and it seems more likely than not that this is caused by wind generated when the car is travelling at speeds above about 40mph. That does not necessarily mean however that the car is defective. Mr W has not said, for example, that the driver can feel the wind or that there are gaps which allow water to enter. I note that the inspection report concludes that this is a defect, but there is little in the way of reasoning to support that conclusion. The noise may be a feature of the make and model of car – albeit a rather annoying one. Indeed, a number of online commentators have reported the same issue, suggesting to me that the issue may be a result of the model's design, rather than being a defect specific to Mr W's car.*

*I note as well that the report suggests that the window seal and trim should be replaced. It seems therefore that the inspector was not aware of the previous work carried out on the window.*

*If, however, I accept what Mr W says – that his car is defective – I need to consider whether the resolution which Alphabet has proposed is a fair one. In saying that, I stress that there may be more than one remedy which is fair and reasonable. If I think, however, that Alphabet's offer is fair, I do not need to consider what other fair remedies there might be.*

*The Consumer Rights Act provides for a range of possible remedies where goods are not of satisfactory quality. They include repair, replacement, a reduction in price, and rejection. It is generally for a consumer to decide which remedy they require, as long as it is not impossible or disproportionate to other remedies. I must take account of legislation such as the Consumer Rights Act in deciding what's fair and reasonable, but I am not bound by it in the same way a court would be.*

*In this case, I note that there have been at least two attempts to resolve the window issue – by replacing the sealant and by replacing the quarter window. Neither was successful, so I don't believe a remedy based on repair is appropriate in this case.*

*Mr W's enjoyment of the vehicle has no doubt been affected by the noise issue, but it has not affected the safe or efficient operation of the car. It is annoying, but no more, and, as I have indicated, there is some evidence that it is a feature of the car's design, rather than a defect.*

*I am not persuaded that Mr W should be able to reject the vehicle. In my view, that would be disproportionate to the seriousness of the problem.*

*Having considered the matter very carefully, therefore, my current view is that Alphabet's offer is fair and reasonable in the circumstances. I think it is proportionate and practical and is, in effect, an agreement to reduce the price which Mr W has to pay. If I have to issue a final determination of Mr W's complaint (and assuming my view does not change), I will make a formal award, so that Mr W can enforce it if necessary.*

Alphabet accepted my provisional decision, but Mr W did not. He said, in summary:

- The diagnostic evidence shows that the seal around the window is defective.
- The issue is not simply annoying; it adds to driver distraction and safety and is cumulative. Other consequences include ingress of pollutants, reduced aerodynamic efficiency and strain on the car's climate control systems.
- Other instances of the problem have been resolved by replacing the seals, and Mr W has driven the same make and model of car without a problem. In any event, a widespread problem does not cease to be a defect.

### **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.

I remain of the view that the question of whether the car was of satisfactory quality at the point of delivery is one that is finely-balanced. And I think the engineer's report illustrates that as well. Whilst it concludes that there is a manufacturing defect, it appears to suggest that the defect can be resolved by replacing the window and seal. But it is not clear from the report whether the engineer knew that a repair had been attempted, and so it does not address the quality of repairs – which could be a relevant factor. But my interpretation of the report is that it is assumed a repair will be relatively straightforward.

I accept some of what Mr W has said about the effect of the wind noise – in particular the degree of annoyance when using the car regularly at higher speeds. I think I would need to see more detailed evidence, however, before reaching any conclusions about its effect on pollution levels inside the car or aerodynamic efficiency.

But, as I explained in my provisional decision, I must consider not only whether the car was defective at delivery, but also whether, if it was, Alphabet's offer of settlement is reasonable. I remain of the view that rejection of the car is disproportionate in the circumstances; repairs

have been attempted but have not so far been successful; replacement of the car is unlikely to be practical in the circumstances, since a like for like replacement will be difficult or impossible to source.

I therefore believe that an appropriate, practical and fair remedy in this case is a reduction in price of the car – which, since this is a hire purchase agreement, means a reduction in the monthly payments. I have considered carefully whether the reduction offered by the bank is sufficient but have concluded that it is.

### **My final decision**

For these reasons, my provisional decision is that, to resolve Mr W's complaint, Alphabet (GB) Ltd should:

- refund 5% of monthly rentals paid to date (including the initial payment of £1,223.76), together with interest at 8% a year simple from the date of payment to the date of the refund;
- reduce by 5% the amount of any future monthly rentals, either as they fall due or by a single payment in advance (at the option of Alphabet (GB) Ltd);
- reimburse Mr W £80 in respect of the engineer's report, together with interest at 8% a year simple from 13 August 2025 to the date of the refund; and
- pay Mr W a further £150 in recognition of the further distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 December 2025.

Mike Ingram  
**Ombudsman**