

## **The complaint**

Mr K complains about a new car that he acquired using a hire purchase agreement with Volkswagen Financial Services (UK) Limited trading as Volkswagen Financial Services (VFS).

## **What happened**

In November 2022, Mr K entered into a hire purchase agreement with VFS for a new electric car. He says the car's range was advertised in the manufacturer's brochure as being 230 miles and that the dealership from where the car was acquired had told him that a more realistic range would be 180 miles.

Mr K complained to VFS in 2023. He said the range of the car was significantly less than advertised and significantly less than he had been told. VFS didn't uphold the complaint. They didn't believe there was a fault with the car, and said the car's range would vary based on how the car was driven, what functions were operating, and other factors like the weather. VFS also said the stated range in the manufacturer's brochure of 230 miles was based on the maximum range in test conditions.

Mr K then referred his complaint to our service. One of our investigators looked at what had happened but didn't recommend that the complaint should be upheld, for essentially the same reasons VFS had given to Mr K. And our investigator didn't feel that the car had been mis-sold to Mr K.

Mr K didn't agree. He said that if the car was operating as expected, then the dealership had misled him about the car's 'realistic' range of 180 miles. And he didn't think that a 'reasonable' person would deem that the range the car achieved showed that it was of satisfactory quality.

Mr K asked for an ombudsman to review his complaint.

## **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'm aware that I've summarised the events of this complaint. I don't mean any discourtesy by this – it just reflects the informal nature of our service. I want to assure Mr K and VFS though that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Mr K acquired the car under a regulated hire purchase agreement. Our service is able to consider complaints relating to these sorts of regulated consumer credit agreements.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr K entered into. The CRA implies terms into the agreement that the quality of goods is satisfactory.

The CRA says that the quality of the goods will be deemed to be satisfactory if they meet the standard a reasonable person would consider satisfactory – taking into account things like the description of the goods, the price or other relevant considerations and circumstances. Here, I think the other relevant considerations and circumstances include the age and mileage of the car at the point of supply.

The car in this case was new, so I'd have expected it to be in perfect working order and free from even minor defects when it was supplied to Mr K.

I've seen several photographs that Mr K has sent to us showing the dashboard display of the range of the car. One such example shows that the battery had been fully charged with a range of 165 miles, and another with a 99% charge with a range of 148 miles. These photographs, and the others that Mr K has sent to us, do show that the car's range varied at a full or near full charge. But that doesn't necessarily mean that this showed a fault with the car.

I haven't been provided with a copy of the manufacturer's brochure setting out the maximum range of the car or more realistic ranges. I've tried to look for information about this make and model of car on the manufacturer's website, but I haven't been able to find this as it seems this particular make and model has been discontinued. I've seen information on a third-party website which gives details on electric cars which states that a range of 175 miles is achievable on a fully charged battery for this make and model and that sustaining high speeds in cold weather could result in a range of around 125 miles. However, I doubt I can take this into account as this isn't from the manufacturer.

Having considered the matter, I can't be reasonably sure there was a fault with the car, or that the dealership misrepresented the range of it (which would make VFS liable if true). It seems the car was tested by technicians who suggested the car was working as it should. What I'd need to see would be independent evidence from an expert to show that this wasn't the case or that the range was clearly over-estimated by the dealership. I haven't though seen such evidence. Nor have I been able to be reasonably certain about what the likely range of the car was, as I haven't seen much evidence about the car's spec and the technical information about it.

I'm sorry to disappoint Mr K but I don't have enough evidence to show there was a problem with the car or that the car was misrepresented to him in some way.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 13 December 2024.

Daniel Picken  
**Ombudsman**