

The complaint

Mr F is unhappy that a car supplied to him under a hire purchase agreement with Volkswagen Financial Services (UK) Limited trading as Audi Financial Services ('VWFS') was mis-sold to him.

What happened

In January 2024, Mr F was supplied with a used electric car through a hire purchase agreement with VWFS. He paid an advance payment of £13,120 and the agreement was for £13,120 over 18 months; with 17 monthly payments of £727.24 and a final payment of £2,062.50. At the time of supply, the car was around four years old and had done 16,612 miles (according to the agreement).

After being supplied with the car, Mr F was unhappy that he couldn't achieve the range he says he was advised he would be able to. The car was tested by the supplying dealership in February 2024, who said there were no faults with the battery range or capacity. They said the range Mr F was achieving was due to his driving style.

Mr F said he asked the dealership to show him how to drive to achieve his desired range, but they didn't agree to this. He didn't think it was fair that consumers were expected to have the expertise necessary to achieve the desired range. He also said that damage to the car caused during the battery assessment hadn't been repaired.

Mr F complained to VWFS about the battery range only, but they didn't uphold the complaint. So, he brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said it had been accepted that Mr F had made extensive enquiries about the achievable range of the car before agreeing to finance it. However, there was nothing to show what range the dealership told Mr F, and he's never actually said what range he was told. The investigator said that the manufacturer advertised a range of 194 miles under strict test conditions, which would mean a real-world achievable range of 150 to 175 miles, dependent upon driving conditions and style.

The investigator went on to explain the factors, such as temperature, traffic flow, whether heating/aircon were being used etc., that would reduce the achievable range. They also detailed the findings of the testing that took place in February 2024, which confirmed no issues with the drive battery system. Given this, the investigator didn't think the car had been misrepresented when it was supplied to Mr F.

With regards to the damage to the car while it was being tested, the investigator said this was something Mr F would need to raise with the dealership directly.

Mr F didn't agree with the investigator. He said that the test results were achieved by two experienced EV drivers, but he can't achieve the same range. He was unhappy that the dealership wouldn't show him how to drive the car, which made him think that the range can only be achieved by people specifically trained to do so. He also doubted the results the dealership found were accurate.

Because Mr F didn't agree, this matter has 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr F was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

When considering this matter, I've also taken into consideration section 56 of the Consumer Credit Act 1974. This states that any negotiations conducted by the credit broker or supplier of goods are deemed to be conducted in the capacity of an agent of the creditor, and that this includes all communications (including the advert) and representations made. This means that, in this case, any discussions, communication, or representations made by the dealership in respect of the practicable achievable range of the car were done so as an agent of VWFS, for which VWFS remain liable.

This is also a complaint about misrepresentation. For misrepresentation to be present there must (a) have been a false statement of fact, and (b) that false statement of fact must have induced, in this instance, Mr F to have financed this particular car with VWFS.

As explained by the investigator, the range of the car supplied to Mr F, when brand-new, is 193 to 195 miles under specific test conditions. This is a laboratory test on rollers when the car isn't subject to any aerodynamic drag or wind resistance, and where all non-essential systems such as air-conditioning and the infotainment system aren't used. Once these factors are introduced, alongside factors such as outside temperature, traffic flow, speed of acceleration, use of regenerative braking etc., a real-world range is around 150 miles.

Mr F has said that he enquired about the practical range of the car before he chose to finance it, and all parties accept this was the case. However, I have noted that Mr F hasn't ever said what range he was told he would achieve, although his correspondence with the dealership in February 2024 indicates he was only achieving around 60 to 70 miles between a battery charge of 80% and 20%. He also advised the dealership that he'd achieved 112 miles using 74% of the battery on a long run. I'm assuming, for the purposes of this complaint, that this is lower than the range Mr F says he was told he could achieve.

I've seen the results of the testing that took place in February 2024. At the point of collection the car was 100% charged, showing a range of 161 miles, and showing that Mr F was achieving an average of 2.3 miles per kilowatt. The car was tested for four days, with two different drivers, for a total of 276 miles. During this period, the drivers were able to achieve an average of 3.2 miles per kilowatt - approximately a 40% improvement – and an increase in the achievable range of almost 40 miles.

In addition, this test showed that the car wasn't demonstrating any faults or battery degradation. However, the dealership did note that, when collecting the car, the internal temperature had been set to 26°C, and the aircon was switched on. They explained the effect this would have on the battery, and the achievable range, and the tests were conducted with a cabin temperature of 20°C and 21°C, with the aircon switched off. So, they concluded that the range Mr F was able to achieve was affected by both his driving style and the extra load he was putting on the battery.

I've also noted that the agreement allows Mr F to travel 5,000 miles a year, with a maximum mileage on the car of 24,112 miles by the end of the 18-month agreement. The MOT record for 13 November 2024 shows the car had done 28,132 miles, so I'm satisfied that the range issue hasn't stopped Mr F being able to travel around 11,500 miles in less than 10-months – substantially more than he initially expected to do (based upon the mileage limits he initially agreed to). What's more, Mr F hasn't provided anything, for example a report from a qualified engineer, that shows it's not possible for the car to consistently achieve around 150 miles a charge under normal driving conditions.

As such, based on the evidence I've seen, I'm not satisfied there has been any false statement of fact. So, I'm satisfied there has been no misrepresentation. For completeness, I'm also satisfied the battery was working as expected, so the car was of a satisfactory quality when supplied. And I won't be asking VWFS to do anything more.

With regards to the dealership not agreeing to Mr F's requests to teach him how to drive an EV so he can achieve the maximum range, this isn't something I'm able to consider. The dealership supplied the car and arranged the finance with VWFS. So, we are able to consider anything related to, or ancillary to, these actions. However, I'm satisfied that providing Mr F with specialised driver instruction isn't ancillary to the dealership supplying the car and arranging the finance, so this doesn't form part of my decision.

I've also seen that the dealership agreed to repair the damage to the car that was identified when it was being tested. So, if this hasn't been done, then Mr F will need to contact them to arrange it.

My final decision

For the reasons explained, I don't uphold Mr F's complaint about Volkswagen Financial Services (UK) Limited trading as Audi Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 16 October 2025.

Andrew Burford
Ombudsman