

The complaint

Mr K complains that the car he acquired from Volvo Car Financial Services Limited (“Volvo”) is not of satisfactory quality due to the range it can achieve when travelling via electric power only.

What happened

Mr K entered into conditional sale agreement in March 2025 for the supply of a new car. The car was a plug-in hybrid model. He says that it is advertised as being able to travel 51 miles on battery only, but he realised fairly quickly after he acquired it that the anticipated range on the car never shows a number this high, even when he’s sat in his garage at home after fully charging it.

He suspected the car may have been supplied with an older lower range battery and asked the dealership to check this and then complained. Volvo have responded to his complaint and not upheld it; they said the battery is fine, and referenced how range figures are related to WLTP testing standards and not guaranteed in real world situations which depend on numerous external factors including driving style.

Unhappy with this, Mr K brought his complaint to our service. An investigator investigated it and didn’t uphold it. They referenced the manufacturer website which explains the range and WLTP standards and said they didn’t feel anything was wrong with the car.

Mr K didn’t agree, saying that he understood WLTP and the real-world differences, but if the car doesn’t say that it can achieve the claimed mileage when it is still plugged in and in a warm garage, it will never be possible to achieve this figure. The investigator explained the figure displayed as the range when he got into the car is an estimate, and depending on the actual driving conditions, the car can travel more or less than the estimated figure, but Mr K asked for an Ombudsman to review his case and make a final decision. He didn’t agree with this and said that a car running on petrol has a tank of a given size, and its range assumes starting off with a full tank, and if an electric car range cannot reach the claimed advertised range with a full battery, it can’t be right.

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 K was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

There's very little different I can explain here to the discussions Mr K has already had with the Investigator. He understands WLTP testing and that these tests are carried out in laboratory conditions and don't represent real world range in most circumstances. As such, I'm unsure why he expects the WLTP figure of 51 miles range to be displayed on his car, as he understands that this figure is never likely to be achieved.

Indeed, I might be more concerned if the car did display this figure when it is started up with a full battery, as it wouldn't be presenting him a realistic expected range. It's clear from his testimony that the car has presented varying figures when he's switched it on fully charged, but none have reached 51 miles. This is what I'd expect to see; the car, as he understands, is also learning his driving style so the range it presents will likely change slightly as the car learns the speed he drives, how hard he brakes, what settings he tends to use in the car (e.g. heating, entertainment, lighting etc etc) which can all impact on the range.

But fundamentally here, the issue is based on him not being happy with the forecast range that the car presents never reaching 51 miles. However, this doesn't mean the car itself couldn't cover 51 miles in WLTP conditions. He's referenced how he feels this is different to a petrol car, but I don't think it is. I am lucky enough to have access to a petrol car and an electric car at home.

The range on the petrol car when I fill it up assumes I will be doing mixed driving (some built up areas, some open roads), and the range goes up considerably if I go on a long motorway journey at steady and not too fast speeds. The range on the electric car makes an estimate when I get in based on what it knows; how does this car usually get driven, how full is the battery, and what's the temperature. It then goes down more quickly or slowly based on how I drive and conditions, sometimes achieving more than the originally forecast figure, sometimes less.

Mr K doesn't appear to have referenced how far the car is actually travelling on a full battery, so his issue in fact appears to be with the range the car displays when he gets in. I can't comment on his driving style, or where he lives, or what the road conditions and weather have been on any given journey. He believes the car when fully charged and switched on should show 51 miles as its potential full range. But if that is the WLTP figure, and extremely unlikely to be achieved in real world conditions (which he understands), I'd argue that it would be unhelpful to show that figure, and make a driver think they could potentially get further than they likely will.

The figures he's quoted to us are what I'd expect to see from an anticipated range based on what he's told us and the details of this car. He's explained that he understands the car would never likely achieve the WLTP figure for range in the real world but feels it isn't right that the car doesn't even estimate that it can get that range. I'm afraid I don't agree, and I don't think it would be helpful if the car did this. Modern cars have increasingly sophisticated computers measuring any number of factors which will affect how far they travel before needing to be charged or filled up with fuel.

Finally, Mr K has referenced that he feels that Volvo don't meet their obligations when marketing their cars online under the UK Digital Markets, Competition and Consumers Act 2024, as it says that consumers shouldn't be provided with false or misleading information. I'm not persuaded that there is any breach here of this legislation, or any false or misleading information he's been supplied as part of this process. As the investigator who looked at his case explained, we consider the Consumer Rights Act 2015 as a more wide-reaching

governance of all that has happened here when he's been supplied with the car, and I'm satisfied there are no breaches of any relevant legislation.

As an aside, the UK Digital Markets, Competition and Consumers Act 2024 also only applies I believe from 6 April 2025, so it would seem to only apply after Mr K entered this agreement, so is likely not applicable law to this contract anyway.

I'm not persuaded that the situation Mr K describes shows any fault with his car, or any misrepresentation of its capabilities by Volvo when supplying it to him. I won't be asking Volvo to do any more here.

My final decision

I am not upholding 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 February 2026.

Paul Cronin
Ombudsman