

## **The complaint**

Mr P complains the car supplied to him by Volkswagen Financial Services (UK) Limited (VWFS) was misrepresented – he says it doesn't achieve the stated mileage range.

## **What happened**

In June 2023, Mr P entered into a 48 month personal contract purchase (PCP) agreement for a new electric car. Its cash price was £88,029. Mr P paid a deposit of around £15,300. The monthly payments were £1,252 with a final optional payment of £33,400 should he decide to keep the car at the end of the agreement.

In November 2023, Mr P complained the car had been mis-represented to him. He said when he bought it, he was told it could travel around 330 miles on a full battery charge so he agreed to purchase the car on that basis. However he said he could only achieve around 220 miles and in recent months that had fallen down to around 170 miles. He complains that's considerably less than what he was told.

The car was returned to the supplying dealership. They looked at the car and no faults were identified. They said the car was performing as it should.

VWFS said the advertised mileage range are for comparison use only based on industry standard laboratory tests (called WLTP technical standards), which are derived under optimal conditions, and not taking into account normal driving conditions and variables. They said such figures are for comparison use only and this is standard practice across the motor industry. They said the actual mileage achieved could be impacted by a number of factors such as ambient temperature and driving profile. VWFS said the official mileage range figures published on the manufacturer's website were not false.

Unhappy with their response, Mr P referred the complaint to our service. The investigator recommended the complaint wasn't upheld. He said the car hadn't been mis-represented to Mr P and there was no evidence it was faulty.

Mr P disagreed and maintained his stance.

As an agreement couldn't be reached, the complaint has been referred 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 decided not to uphold Mr P's complaint. I'll explain why.

### *Was the car mis-represented?*

At this point, I wish to outline that a misrepresentation is when:

1. A false statement of fact has been made; AND
2. this false statement induces a customer

Both points need to be satisfied for me to say a mis-representation has been made.

Under section 56 of the Consumer Credit Act 1974, the finance provider (VWFS) can be held responsible for what they say and for what is said by a credit broker or a supplier before the consumer takes out the credit agreement. So I've taken this into account when considering this complaint.

For obvious reasons, I wasn't present for the discussion between Mr P and the supplying dealership about the car so I've relied on Mr P's version of events and the point of sale documentation. I've also considered what Mr P has said about his previous use of an electric car and how he wanted another one that could achieve a higher mileage range. He says he was told by the salesman that the car would achieve a range of around 330 miles.

I haven't been provided with an advert for the car so I can't see what was said about the mileage. However Mr P has provided evidence of an online conversation (after he entered into the agreement) where he was advised the mileage range is around 315 miles. However it also goes on to say in reality it's estimated to achieve around 265 miles. On balance I find it's more likely than not he was told something similar by the salesperson before entering into this agreement.

When looking at the manufacturer's website it says the mileage range for the car model Mr P bought is above 300 miles. However it explains it's an estimated measure based on the WLTP (Worldwide Harmonised Light Vehicle Test Procedure) and the actual range can vary based on driving style, speed, number of passengers/load, temperature, road conditions, etc. It also goes on to say the impact of such variables are even more pronounced during winter periods or in colder regions. I must stress the WLTP measure is obtained under very specific laboratory tests and the manufacturer was obliged to advertise the range obtained under these conditions. This is designed to give consumers a comparison between the mileage range of different makes and models and aren't real world comparisons of the mileage range that is achievable.

Mr P maintains during the winter months, he can only achieve 170 miles and he's provided evidence from the car's application to support this. He complains that's 50% less than the mileage range he was told and a reasonable person wouldn't expect this from a new car. He maintains this is fraud. I appreciate he feels very strongly about this but for the reasons above, I'm not persuaded a false statement of fact was made to him therefore I won't consider the secondary point of inducement.

I find the published information I've seen is fair and accurate based on industry wide measures and describes the impact on the mileage range of real world conditions. I haven't

seen sufficient evidence that leads me to believe the salesperson gave Mr P wrong information.

*Was the car of satisfactory quality?*

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

Although the crux of this complaint is whether or not the car was mis-represented, I've also thought about whether there is a fault with the car and that's the reason for the mileage achieved. Mr P said when he first complained about this issue in July 2023, the dealership initially told him that the car should be achieving more than 220 miles on a full charge and they would investigate it and fix it.

From the evidence presented to me, I can see the car was inspected at least twice however no fault was found. I note Mr P's comments that doesn't mean one doesn't exist however as an evidence based service, I do need to have clear and compelling evidence of a fault to reasonably say one exists. Without it, I can't reasonably say the car is faulty. I find the car was of satisfactory quality at supply.

Taking everything into account, I don't find the car's mileage was mis-represented to Mr P. Additionally there's insufficient evidence the car was faulty at supply.

### **My final decision**

For the reasons set out above, I've decided not to uphold Mr P' s complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 January 2025.

Simona Reese  
**Ombudsman**