

## **The complaint**

Mr E has complained about the mileage range he's achieving with a car he financed through Volkswagen Financial Services (UK) Limited, trading as Audi Financial Services ('AFS').

## **What happened**

Mr E entered into a finance agreement with AFS, for a new car. However, he's unhappy with the mileage range, when the car is fully charged.

Mr E has explained that a representative at the dealership said the car would lose up to 20% of the maximum battery in winter, but that he could expect 160 miles at 100% charge. He's explained this was specifically discussed, and that Audi's website stated the car would get up to 200 miles.

The hire agreement has now been settled and Mr E accepted an offer of £39,000 for the car. But he feels this should have been the full value of the car - £47,910 - given he never got the battery range he expected.

One of our investigators looked into what happened. She said that Audi had inspected the mileage is dependent on a large number of factors, including: usage of air-conditioning, heating, the radio, driving style, driving profile, traffic conditions, accessories fitted and the load weight.

Electric cars are tested in lab conditions where they aren't subject to aerodynamic drag or rolling resistance, the ambient temperature is regulated, and no other functions are used during the test. These tests measure the maximum range a car can reach in optimal conditions. She didn't feel Mr E had provided enough evidence that the car wasn't performing as it should, even though the mileage per charge was less than the optimal.

She also looked at whether there had been a misrepresentation. A misrepresentation is a false statement of fact that induces a person to enter into the agreement. Mr E had explained that he was told he should only need to stop once to charge the car on a specified journey. But in fact had to stop three. She was satisfied this had been an opinion given, rather than a fact. The range on Audi's website is in lab conditions which cannot be replicated on the road. Further, this trip was just one of many Mr E would make, so it couldn't reasonably be concluded that he'd entered into the contract based on this information.

The 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.

Having done so, I agree with the investigator's findings. In particular, I agree that test conditions can't replicate an individual's driving conditions. And, the car had no

manufacturing faults. A dealership's opinion here, I don't consider to be sufficient to be a statement of fact, or that it were sufficient to induce Mr E to enter into the contract, given he used the car for other journeys.

### **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 14 February 2024.

Elspeth Wood  
**Ombudsman**