

The complaint

Mr F complains that a car acquired with finance from Santander Consumer (UK) Plc wasn't of satisfactory quality. He's unhappy because he's been unable to achieve the range that he thought the car would achieve.

What happened

In September 2022 Mr F was supplied with a car and entered into a conditional sale agreement with Santander. At the point of supply the car was around 4 years old and had covered around 67,000 miles.

Soon after getting the car Mr F raised a complaint with Santander. He said he wasn't getting the range he'd been told the car would achieve, and that he was getting around 20 miles instead of the 30 miles the dealer told him he would achieve.

Santander didn't uphold the complaint. Mr F complained to this service.

Our investigator didn't uphold the complaint. He said that although the maximum range of the car was 30 miles, it was reasonable to expect that the capacity and performance of the battery would change over time. The investigator said he hadn't seen any evidence to suggest that there was a fault with the battery. He said he'd reviewed the messages between Mr F and the dealer and thought that these were consistent with the maximum range of the battery and that he didn't think it was unusual for the range to reduce over time.

Mr F didn't agree. He said he didn't feel that his complaint about misrepresentation had been properly considered.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the car includes its general condition, as well as things like fitness for purpose, freedom from minor defects, safety and durability.

I'd expect a second hand car such as the one supplied to Mr F to have a degree of wear and tear already and to require repairs and maintenance sooner than, say, a brand new car. So, in order to uphold any complaint about the quality of the car, I'd need to be satisfied that there was a fault with the battery at the point of supply, as opposed to a reduction in battery performance due to the age and mileage of the car.

This service asked Santander if it would arrange an independent inspection of the car to determine whether there was a fault with the battery. Santander said it would. But Mr F didn't

confirm his agreement to an inspection. He said his complaint was about misrepresentation.

Mr F has provided screenshots which show the range he's managed to achieve. This ranges from around 20 miles when he first got the car and reduced to a lowest range of 12 miles in December 2022 but increased again to 16 miles in May 2023.

A battery pack on an electric car is designed to last the lifetime of the car. However, as the car gets older, the battery will begin to lose the amount of energy it can store. This battery degradation can result in reduced energy capacity, range, power and overall efficiency.

In the absence of any evidence to show that there's a fault with the battery, I'm unable to say that the car wasn't of satisfactory quality when it was supplied. It's more likely that the battery has degraded in a manner commensurate with the age and mileage of the car.

Misrepresentation

Mr F has said that the supplying dealer told him that the car would achieve a range of 30 miles when fully charged. He says this was a misrepresentation.

A misrepresentation is a false statement of fact made by one party which affects the other party's decision in agreeing to a contract.

Mr F has said that the supplying dealer made false statement about the range of the car during discussions prior to the point of supply. There's no notes or recordings of these discussions and because I wasn't present, I can't be certain of exactly what was said. In circumstances like this, I need to look at any contemporaneous evidence to see what's most likely to have been said.

Mr F has provided copies of text messages between himself and the dealer, which Mr F says reflect the same misrepresentations that the dealer made orally.

I've reviewed the text messages. These show that on 6 September 2022 Mr F queried the range of the car. The dealer responded that the car could achieve "up to 30 miles" and provided Mr F with a link to the manufacturer's website.

Having reviewed the messages, and taking all of the relevant factors into account, I'm not persuaded that there's enough evidence for me to say that there's been a misrepresentation. I say this because a statement that a car can achieve "up to 30 miles" (my emphasis added) isn't untrue in circumstances where the car achieves (for instance) 20 miles, because 20 miles is within the definition of up to 30 miles. I haven't seen any evidence to support Mr F's assertion that the dealer said the car would "definitely achieve 30 miles". I've had regard to the link to the manufacturers website that was provided to Mr F. The manufacturer states that the maximum range is 30 miles. Whilst I might expect a brand new car to achieve the maximum range, I think it's reasonable to expect that the range would be reduced on a car which was 4 years old and had covered 67,000 miles.

Taking everything into account, and for the reasons I've explained, I'm not persuaded that the car wasn't of satisfactory quality when it was supplied, nor do I think there's been a misrepresentation here. I won't be asking Santander to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or

reject my decision before 7 November 2023.

Emma Davy
Ombudsman