



Case studies: Li ion battery failures

E cigarette batteries

Background

- 2 individuals, Vaper A and Vaper B, purchased e cigarette devices and components from the same store, in early 2016.
- Both purchased e cigarette devices, chargers and batteries. They were advised that the components were compatible with one another.
- Vaper A and Vaper B selected a popular brand of batteries, 18650 size. Both were advised to buy two batteries, as a single battery was unlikely to last a whole day.



Background

- Vaper A and Vaper B both say:-
- The batteries were provided with no packaging;
- No particular verbal warnings or instructions were provided at the time of purchase;
- They were specifically advised to carry the spare battery with them, but no advice was given as to the method of carriage.



Background

- No problems for Vaper A or Vaper A initially.
- The products worked.
- Both Vaper A and Vaper B carried the spare batteries to work in their pockets.
- Swapped the batteries over when charge ran out.
- Charged both up at night.



Failure





Injuries

- 8-9% surface burns to legs and hands
- 0.5% full thickness, 1% deep dermal
- Skin debrided with tweezers, blistering 'deroofed'
- Wound 'scrubbed vigorously' under gas and air.
- Left with significant hypertrophic scarring.



Legal action

• Both Vaper A and Vaper B submitted letters before action to the seller.

 Alleging breach of the Consumer Rights Act 2015 through the provision of unsafe products.

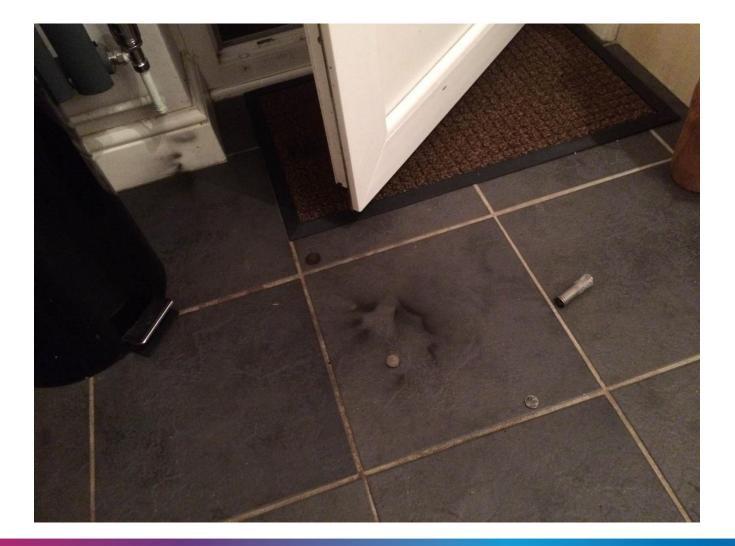


The response

 'loose change was present in his pocket and it was this contact with the loose battery that resulted in the damage and subsequent injuries'



The response





The response

 'We have sufficient evidence that the cause was your client's negligence in carrying this battery against worldwide advices'



Attentions

1. Avoid shorting the battery: do not mix batteries with metal stuff together (ESPECIALLY DO NOT PUT ANY BATTERIES IN YOUR POCKET), it does happen big problem because of this kind of mistake



Is the seller liable?

- Consumer Rights Act 2015
- S.9(1)Every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.
- (2)The quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory, taking account of...
- (d)safety;
- (e)durability.



Is the seller liable

• The level of safety required is that which 'a reasonable person' would expect.

- Were the risks obvious?
- Were reasonable steps taken to mitigate the risks?
- What warnings were provided?



Issues

 Confusion between AA batteries and Li ion batteries

• Warnings?



Outcomes

- Serious injury to the consumer
- Loss of earnings
- Expensive legal claim against the seller or manufacturer
- Reputational damage website comments, social media, national press.

