

The Motor Industry
Code of Practice for
**Vehicle
Warranties.**



THE MOTOR
OMBUDSMAN

Contents

Introduction	3	Complaints Handling	16
Definitions	5	What this commitment means to you	
Advertising	7	We would advise you to	
What this commitment means to you		For your information	
Point of Sale			
What this commitment means to you			
We would advise you to			
For your information			
Clarity of Information	10	Appendix, guidance and advice	17
What this commitment means to you		Guidance on Handling Complaints	
We would advise you to		How to contact The Motor Ombudsman	
For your information		Complaints Escalation Procedure	
Claims Handling	12	Disciplinary Action	
What this commitment means to you		Other Codes of Practice	
What we would advise		The Chartered Trading Standards Institute	
For your information		Consumer Codes Approval Scheme (CCAS)	
Service Contracts, Guarantees and Non-insured Products	14	ADR Certified	
What this commitment means to you		Customer Satisfaction Survey	
We would advise you to		Data	
For your information		Financial Ombudsman Service - Insured products only	
Insured Products	15	Further Information	20
What this commitment means to you		Enquiries or Complaints	
We would advise you to		Relevant Web Links	
For your information		Legislation web Links	



The Motor Ombudsman provides a free and impartial service to assist consumers and businesses to resolve automotive related disputes and raise standards of service across the sector through its comprehensive Motor Industry Codes of Practice.



Another box ticked.

The Motor Ombudsman provides a free and impartial service to assist consumers and businesses to resolve automotive related disputes and raise standards of service across the sector through its comprehensive Motor Industry Codes of Practice.

- The Codes, which are approved by the Chartered Trading Standards Institute, enable The Motor Ombudsman to investigate and adjudicate on:
- The sale of new cars by manufacturers (via the New Car Code)
- The sale of new and used cars by garages and dealers (via the Vehicle Sales Code)
- Service and repair issues (via the Service and Repair Code)

- The sale of vehicle warranty products (via this Vehicle Warranty Products Code).

The Motor Ombudsman is a neutral arbiter and impartial. It will gather information from both parties and reach an outcome which it feels is fair and reasonable, taking into account the Codes and any relevant legislation.

This document sets out The Motor Industry Code of Practice for Vehicle Warranty Products (the “Vehicle Warranty Products Code”), which confirms commitments made by warranty administrators and businesses which are accredited to The Motor Ombudsman and the Vehicle Warranty Products Code regarding the administration of their products, as well as setting out standards that they must comply with relating to:

Introduction (cont.)

Advertising

Commitment: ‘All accredited business advertising will honestly and accurately promote the products’

Point of Sale Obligations

Commitment: ‘The accredited business will ensure that you are provided with appropriate advice and information regarding its products according to your needs and will ensure that you understand the product being purchased’

Clarity of Information

Commitment: ‘Product literature will be written in plain English’

Claims Handling

Commitment: ‘The accredited business will have a simple claims procedure in place to fairly and promptly process your claim’

Service Contracts, Guarantees and Non-insured Products

Commitment: ‘Accredited businesses will provide you with additional consumer protection over and above their legal obligations’

Insured Products

Commitment: ‘The accredited business will comply with all regulatory requirements laid down by the Financial Conduct Authority’

Complaints Handling

Commitment: ‘The accredited business will handle complaints swiftly, following the guidance detailed in the Complaints Handling section of this document’

Accredited businesses are obliged to accept this Vehicle Warranty Products Code in its entirety and ensure that their staff are aware of their responsibilities under the Vehicle Warranty Products Code as well as their statutory legal and trading responsibilities (including compliance with FCA requirements where applicable).

Where the FCA rules apply (for example, where the sale of insurance products are concerned) the FCA rules will take priority over this Vehicle Warranty Products Code in the event of any conflict.

Accredited businesses must inform consumers of the Vehicle Warranty Products Code and direct them to their complaints process and make them aware of The Motor Ombudsman.

If a consumer feels dissatisfied with an accredited business’s performance under any item covered by the Vehicle Warranty Products Code and are unable to reach a resolution they are able to contact The Motor Ombudsman. The Motor Ombudsman’s experienced team will provide the best information available and escalate matters to dispute resolution where appropriate. Refer to the “Guidance on Handling Complaints” section in the Appendix.

The principles set out in the Vehicle Warranty Products Code are not intended to interpret, qualify or supplement the law, and are intended to be applied to business to consumer contracts only.

The Vehicle Warranty Code covers transactions which take place in the United Kingdom only.

A consumer information leaflet to accompany the Vehicle Warranty Code, the Consumer Guide to the Motor Industry Code of Practice for Vehicle Warranty Products (“the **Consumer Guide**”), is available from accredited businesses or to download from: **www.TheMotorOmbudsman.org**

This Vehicle Warranty Products Code has been developed by The Motor Ombudsman in conjunction with the motor industry to provide a self regulatory regime through which accredited businesses can demonstrate their intention to operate responsibly. Accredited businesses will also have in place a cost-effective and speedy dispute resolution service that consumers can readily access in the event of a disagreement.



Throughout the Vehicle Warranty Code:

Accredited business

The term accredited business describes an administrator of vehicle warranty products that has been accredited to the Vehicle Warranty Products Code by The Motor Ombudsman.

Warranty administrators manage the registration, claims handling and aftersales of vehicle warranty products on behalf of motor manufacturers, motor traders and/or insurers and, where the product is sold directly by the accredited business to the consumer, the sale of the product.

Consumer

The term consumer describes the owner and/or end user of any vehicle which is covered by a vehicle warranty product and includes any vulnerable consumer, and any reference to 'you' or 'your' in this Vehicle Warranty Products Code shall be deemed to be addressed to the consumer.

FCA

The term FCA refers to the Financial Conduct Authority, the regulator of general insurance.

Retailer

The term retailer is taken to include accredited businesses, Dealers and Garages who sell / provide vehicle warranty products.

Products

The term products refers to vehicle warranty and associated products administered by an accredited business. These include MOT, tyre and financial shortfall products.

Financial shortfall products

The term financial shortfall products describes products that will in the event of a vehicle being written off, pay the difference between the original purchase price, or the outstanding credit owed, and the amount you received from the motor insurer to replace your vehicle. Terms and conditions of the policy may vary and will apply. Guaranteed Asset Protection Insurance, Vehicle Replacement Insurance and Return to Invoice are financial shortfall products.

Definitions (cont.)

Mechanical breakdown insurance

Policy that pays towards the cost of repairing a vehicle following the sudden mechanical breakdown of an insured component.

Service contract

The term service contract is taken to include any guarantee or extended warranty that is not a contract of insurance and provides cover against the failure of specified components of a motor vehicle.

Betterment

The term betterment generally means an increase to your vehicle's value as a result of replacement parts being fitted to your vehicle.

Extended warranty

The term extended warranty is taken to include both MBI and service contract products.

Vulnerable consumer

The term vulnerable consumer describes any consumer whose circumstances put them at risk of making an incorrect or inappropriate decision, or of receiving inferior goods or services.

Vehicle

The term vehicle is taken to include light and medium commercial vehicles and derivatives (up to a maximum gross vehicle weight of 6 tonnes) in addition to passenger cars, provided that the vehicle is intended for the consumer's personal use only and not in connection with any business.

Warranty/guarantee

The term warranty/guarantee means any manufacturer's warranty, extension of warranty product whether provided free of charge or at a cost.

What their commitment means to you

The phrase what their commitment means to you refers to commitments made to the consumer by the accredited business in accordance with the Vehicle Warranty Products Code.



What this commitment means to you

- 1.1** Any advertisements, promotions or any other publications or communications, whether in writing or otherwise, will not contain any content which is likely to mislead you or be misunderstood.
- 1.2** Any advertisements, promotions and other publications or communications will comply with the requirements of applicable legislation along with the codes, regulations and rulings of relevant organisations or associations.
- 1.3** Any comparison made within the accredited business's advertisements between their vehicle models and those offered by other vehicle manufacturers will not confuse or mislead you. Their advertisements will objectively compare models based upon relevant and verifiable features, including the purchase price.
- 1.4** Where the accredited business's advertisements quote the price of one model in any model range but depict another, the actual price of that other model will also be clearly shown.
- 1.5** The price quoted for a vehicle should be the 'on the road' price for which you can buy the vehicle.
- 1.6** The words 'guarantee' or 'warranty' within any of the accredited business's advertisements will not be used unless the full terms of that warranty are set out clearly within the advertisement or are available at the point of sale. Warranties/guarantees where purchased or provided are in addition to a consumer's statutory rights.
- 1.7** In the unlikely event that any accredited business is found breaching any legislation, codes, regulations or rulings relating to advertising, or is convicted of an offence relating to advertisements for a new car, then that accredited business will be deemed to be in breach of the Vehicle Warranty Code.

We would advise you to...

- Read accredited business' advertisements carefully and in full. If an advertisement is not clear to you, clarify it before you commit yourself to any transaction.
- Ask questions if you are unsure as to the extent of the protection offered by the product.
- Read the terms and conditions of the product before signing the contract.
- Ensure that the product you are considering purchasing is suitable for your requirements.

For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

Consumer Protection from Unfair Trading Regulations 2008

The UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing

The UK Code of Broadcast Advertising

Ofcom Broadcasting Code (TV/Advertising)

The Passenger Car (Fuel Consumption and CO₂ Emissions Information) Regulations 2001

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Misrepresentation Act 1967

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Financial Conduct Authority Handbook, including the Perimeter Guidance Manual (PERG)

Point of Sale

What their commitment means to you

- 2.1** The accredited business requires that the retailer's staff are knowledgeable, trained and competent to assist in your purchase of their products.
- 2.2** The retailer will provide appropriate information regarding key terms of the product(s) and cover prior to you signing the contract, including details relating to the period of cover, the limit of sums covered, the level of cover provided, the geographical scope of the product, any mileage restrictions, the price of each product and the total cost, whether the product is a contract of insurance or a service contract or guarantee and your cancellation rights, including any cancellation fees.
- 2.3** Where any of the accredited business's products are provided free with a motor vehicle, the retailer will provide you with appropriate information regarding the product(s) and cover before the vehicle sale agreement is made.
- 2.4** This information will also detail your obligations (if applicable) to maintain the vehicle and the consequences of any failure to do so and whether the product requires you to have your vehicle serviced by a particular retailer group or by a manufacturer authorised repairer. It will also inform you when you may be liable to pay diagnostic costs in the event that a repair is not covered by your product.
- 2.5** All accredited business product literature will be written in plain English and will be supplied to you either at the time of purchase or within a reasonable period thereafter. If you do not receive this within 10 working days of signing any purchase agreement, you should contact the retailer.
- 2.6** Once your product is registered, you will either be provided with your documentation by the supplying retailer, or you will receive from the accredited business within a reasonable period of time, a communication confirming registration and a reminder of your obligations (if applicable) to maintain and service the vehicle. If you do not receive this within 10 working days of signing any purchase agreement, you should contact the accredited business.
- 2.7** If you are unhappy with the product for any reason, you have a right to cancel the agreement within a minimum period of 14 days from the receipt of your product literature.
- 2.8** The accredited business's products will clearly state that the cover provided is in addition to your statutory rights and it will take all reasonable steps to ensure that retailers do not use its products as a means of evading their own legal obligations to you.
- 2.9** The accredited business will ensure that the retailer will: (a) provide you with sufficient and accurate product information to enable you to make an informed decision; and (b) uses reasonable endeavours to ensure that you understand the products offered.
- 2.10** If it appears to the accredited business or retailers that you may not understand a particular point, either prior to purchase or when making a claim, the accredited business (and the retailer) should take reasonable steps to help you understand. Particular care will be taken with vulnerable/disadvantaged consumers and advice will be given in a helpful, patient and appropriate manner. Retailers will give clear product information and explanations to make sure this is the case.
- 2.11** High pressure selling techniques will not be used in the sale of any of the accredited business's products and it will have satisfactory provisions in place in order to attend to consumer and vulnerable consumer needs.
- 2.12** The accredited business will ensure that any complaint regarding the mis-selling of a product is investigated by the appropriate party.

We would advise you to...

- Be aware that there is no obligation to purchase a product as part of your vehicle purchase.
- Read the summary and the product literature prior to signing any legal documents.
- Ask the retailer questions if you are unsure as to the level of cover involved.
- Ensure that you understand your obligations regarding the service/maintenance requirements (if applicable), specifically the service intervals in terms of mileage and time periods.
- Where there is no direction in your product documentation regarding repair work, the accredited business recommends that you choose a garage that is accredited to the Motor Industry Code of Practice for Service and Repair for any service or repair work. Find your nearest accredited garage at:
www.TheMotorOmbudsman.org
- Understand how to make a claim/ call for roadside assistance.



For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Consumer Protection from Unfair Trading Regulations 2008

Misrepresentation Act 1967

Equality Act 2010

Data Protection Act 1998

Financial Services and Markets Act 2000 (as amended) Financial Services (Distance Marketing) Regulations 2004

Financial Conduct Authority Handbook, including the Perimeter Guidance Manual (PERG)



Clarity of Information

What their commitment means to you



- 3.1** Any terms and conditions will be written in plain English and presented in reasonably sized print. The accredited business's products will clearly state the general cover provided and any exclusions.
- 3.2** The accredited business will require vehicles to be serviced in line with the manufacturer's recommendations.
- 3.3** Where products specify the use of a manufacturer-approved repairer for regular servicing or for warranty work, this will be stated clearly.
- 3.4** The accredited business's warranty products will clearly list all parts which are (and are not) covered by the product.
- 3.5** If you are permitted to transfer the unexpired portion of any product (excluding financial shortfall products) to a subsequent owner where the vehicle is sold privately, the product literature will clearly set out the details of how the product can be transferred and any conditions which apply.
- 3.6** The accredited business will clearly set out your cancellation rights and state its policy on premature cancellation of the contract after the expiry of the initial cancellation period.
- 3.7** The accredited business will clearly state their policy on betterment, new for old cover and the use of reconditioned components.
- 3.8** The accredited business will clearly set out their policy on reimbursement of expenses in the event of a breakdown and advise whether your vehicle is covered whilst abroad.
- 3.9** The accredited business will cover the reasonable cost of related diagnostic or exploratory work where the mechanical failure is covered by its product. Where the mechanical failure is not covered by its product, the accredited business will clearly set out your responsibility to cover the cost of the work.
- 3.10** Details of the accredited business's complaints procedure are contained within their product literature. The complaints procedure is in addition to your existing legal rights.
- 3.11** The accredited business's product literature will prominently display The Motor Ombudsman logo and clearly inform you that the accredited business is accredited to the Vehicle Warranty Products Code.
- 3.12** The accredited business's product literature will clearly detail the parties to the contract and whether or not it is a contract of insurance.

We would advise you to...

- Use the cancellation period to satisfy yourself that the product you have committed to is suitable for your needs.
- Familiarise yourself with the terms and conditions of the product.
- Ask the accredited business or the retailer if there are any terms you do not understand.
- Ensure that you have the vehicle serviced at the manufacturer's recommended service intervals.
- Where there is no direction in your product documentation regarding repair work, choose a garage that is accredited to the Motor Industry Code of Practice for Service and Repair for any service or repair work. Find your nearest accredited garage at:
www.TheMotorOmbudsman.org
- Ensure that you understand how to make a claim.

For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Consumer Protection from Unfair Trading Regulations 2008

Misrepresentation Act 1967

Equality Act 2010

Data Protection Act 1998

Financial Services and Markets Act 2000 (as amended) Financial Services (Distance Marketing) Regulations 2004

Financial Conduct Authority Handbook, including the Perimeter Guidance Manual (PERG)



Claims Handling

What their commitment means to you

- 4.1** The claims line/customer relations telephone number and opening times will be prominently displayed within the product literature and the accredited business's claims line will be adequately staffed.
- 4.2** Your claim will be assessed as quickly as possible and the accredited business will take reasonable steps to keep you advised of the status of your claim.
- 4.3** Should an inspection of your vehicle by one of the accredited business's engineers or a third party be necessary, it will be carried out as soon as practically possible.
- 4.4** Where the accredited business specifies the use of an approved network repairer for extended warranty work, this will be clearly stated within the product literature together with details of how to locate the nearest approved network repairer. The accredited business will not require work to be carried out by an accredited network repairer where it would prove onerous on you to do so.
- 4.5** Labour costs for repairs will be covered unless specifically excluded, or a maximum rate is stipulated.
- 4.6** The accredited business will clearly state whether its products cover the full labour rates of repairs carried out by manufacturer-authorized repairers for vehicles not purchased from a manufacturer-approved retailer or for vehicles purchased without a full retailer service history. If you choose to have your vehicle repaired by a manufacturer-authorized repairer, the accredited business may reserve the right to limit the payment of labour costs to what they would regard as reasonable based on the cost that they would have incurred had the repair been carried out by an administrator approved network repairer or alternate local independent repairer.
- 4.7** The accredited business's policy on courtesy vehicles will be set out in the product literature. Where a loan car is made available, this should be seen as a reasonable alternative transport rather than an exact replacement of your vehicle.
- 4.8** In the event that work is carried out to your vehicle prior to your authorisation being sought, the accredited business will not refuse the claim without giving consideration to the circumstances of the case. Claims will not be unreasonably rejected.
- 4.9** If you fail to have your vehicle serviced in accordance with the manufacturers servicing schedule, mechanical breakdowns and part failures that could be connected to vehicle servicing will not be covered. However, product cover will continue for mechanical breakdowns and part failures unconnected with vehicle servicing.
- 4.10** The procedure for escalating complaints will be clearly set out in the product literature.
- 4.11** The accredited business will make all reasonable efforts to respond to you regarding your claim within 5 working days of receipt.
- 4.12** The repairer will fit any parts, which may be provided either by the repairer or accredited business, and carry out the work to your vehicle; the accredited business will pay the costs, if covered by the warranty, either direct to the repairer or to you if the repairer is outside of the accredited business's network.

We would advise you to...

- Read the product literature prior to purchase.
- Ensure you know what to do in the event of a claim.
- Keep records of work completed to your vehicle including receipts for servicing, as these may be requested before a claim can be authorised.
- Where there is no direction in your product documentation regarding repair work, the accredited business recommends that you choose a garage that is accredited to the Motor Industry Code of Practice for Service and Repair for any service or repair work. Find your nearest accredited garage at:
www.TheMotorOmbudsman.org
- Keep details of how to make a claim with your vehicle should you need to claim whilst away from home.
- Instruct any garage carrying out rectification work to contact the accredited business's claims line, to gain authorisation before proceeding with any repairs.
- Keep records of all contact with the claims department.
- Notify the accredited business (as soon as possible) of any mechanical breakdown.



For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Data Protection Act 1998

Financial Services and Markets Act 2000 (as amended)

Financial Conduct Authority Handbook, including the Perimeter Guidance Manual (PERG)



Service Contracts, Guarantees and Non-insured Products

What their commitment means to you

- 5.1** The product literature will clearly state that the product is a non-insured product, detail the parties to the contract and state that the obligation to pay claims is the sole responsibility of the supplying retailer.
- 5.2** Prior to engaging in business with a retailer, the accredited business will take reasonable steps to ensure that their credit status is acceptable. Thereafter, the process to ensure that the retailer's credit status remains acceptable will be undertaken on an annual basis to ensure ongoing consumer protection.
- 5.3** You have a right to cancel the product within 14 days from the date of receipt of the product literature. This will apply where no claim has been made and accepted. Where a claim has been made and accepted the right to cancel will usually not apply. Details of the cancellation process and refunds will be clearly stated within your product documentation.
- 5.4** Where the product is cancelled, no pro rata fee or administration charge will be made unless clearly detailed within the product/ credit agreement terms and conditions.
- 5.5** All protection products offered by vehicle manufacturers and retailers will clearly state that they are not insurance products and that the benefits of the product are covered by those parties. Should the retailer of a non-insured product cease to trade, then it is possible that the product will no longer be valid.

We would advise you to...

- Read the product literature.
- Ensure that you understand your cancellation rights.

For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Enterprise Act 2002

Consumer Rights Act 2015

Financial Services (Distance Marketing) Regulations 2004

Unfair Terms in Consumer Contract Regulations 1999

Consumer Protection (Distance Selling) Regulations 2000



What this commitment means to you

- 6.1** The retailer will be authorised by the FCA, either directly or as the appointed representative of an authorised firm, to sell general insurance products or carry out any other regulated activity.
- 6.2** You will be informed by the retailer that your product is a contract of insurance, underwritten by an authorised insurer.
- 6.3** The product summary and literature will clearly identify the insurer and their contact details.
- 6.4** The product literature will clearly set out the relationship between you, the insurer and the accredited business and will state that the contract is a contract between you and the insurer.
- 6.5** The insurer will be advised of the accredited business's adherence to this Vehicle Warranty Products Code.
- 6.6** You will have a right to cancel the contract of insurance within a minimum of 14 days from the date of receipt of your policy documents and receive a full refund. Thereafter details of your cancellation rights and any refund policy will be included within your product literature. In the event that you cancel the contract of insurance outside of the initial cancellation period you may be charged an administration fee. Any fee will only include reasonable costs incurred by the accredited business as a result of the cancellation.
- 6.7** The policy will clearly state the details of the applicable compensation scheme in the event that the insurer cannot meet their liabilities.

We would advise you to...

- Read the product literature to identify the insurer.
- Ensure that you understand your cancellation rights.
- If you are uncertain of your cancellation rights ask the accredited business or the retailer to clarify them.

For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Financial Services and Markets Act 2000 (as amended) Financial Services (Distance Marketing) Regulations 2004

Financial Conduct Authority Handbook, including the Perimeter Guidance Manual (PERG)

ABI Good Practice Guide



Complaints Handling

What their commitment means to you

- 7.1** The accredited business will take effective, immediate action in order to ensure that you receive a fair response to your complaint.
- 7.2** The accredited business will have in place an accessible arrangement for the handling of complaints and details of the complaints procedure will be made available to you on request. Where the complaints handling system is computer-based the ability to provide a durable copy of the complaints record is required.
- 7.3** The accredited business will co-operate fully with any consumer advisor or any other intermediary you choose to consult in an effort to resolve your complaint.
- 7.4** In the event that your complaint remains unresolved, the accredited business will advise you of your right to refer your complaint to The Motor Ombudsman.
- 7.5** The Motor Ombudsman is responsible for the operation of an impartial alternative dispute resolution service. The Motor Ombudsman adjudicators will provide an appropriate outcome for the complaint.
- 7.6** The accredited business will give every assistance to The Motor Ombudsman adjudicators whilst they are investigating a complaint, and in reaching a conclusion.
- 7.7** If either party disagrees with The Motor Ombudsman adjudicator's conclusion, the accredited business will submit to a legally binding final decision of the Ombudsman.
- 7.8** The Motor Ombudsman will analyse complaints regarding the Vehicle Warranty Products Code or other matters referred to The Motor Ombudsman for adjudication. The results of their analysis will be published within The Motor Ombudsman's Annual Review.

We would advise you to...

- Make your complaint in writing where possible so you can keep a record of all discussions and correspondence.
- Allow the accredited business a reasonable opportunity (of no less than eight weeks) to resolve your complaint. If you and the accredited business mutually agree that a deadlock has been reached before eight weeks have passed, and the accredited business provides a letter or email to this effect, then you may bring your complaint to The Motor Ombudsman before the eight week deadline has passed.
- Refer to The Motor Ombudsman in the event the matter remains unresolved. Further information can be found in the Appendix.
- Whilst accredited businesses are required to engage with The Motor Ombudsman, you still reserve your option to pursue your case outside of this mechanism through other legislative channels such as the Small Claims or County Court process.

For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015

Equality Act 2010

Guidance on Handling Complaints

Initial Complaint

A consumer or intermediary who has a complaint about an accredited business should, in the first instance, refer the matter to the accredited business. A copy of the accredited business's complaint procedure should be made available to the consumer upon request.

The complaint, where possible, should be in writing and should be addressed to a senior executive, director, or the proprietor of the accredited business.

The accredited business will have up to 8 weeks in which to issue a final response, but should aim to acknowledge your complaint within 10 working days. A consumer can refer their complaint to The Motor Ombudsman once the accredited business has issued a final response, or if it has been more than 8 weeks since the consumer contacted the accredited business and no response has been received.

In the event that a complaint remains unresolved by the accredited business then it shall make clear to the consumer their right to refer the complaint to The Motor Ombudsman, the Insurer and/or the Financial Ombudsman Service (as appropriate).

The Motor Ombudsman

The Motor Ombudsman will look at complaints where a potential breach of the Vehicle Warranty Products Code has occurred. The service is free to consumers as an alternative to traditional avenues (such as a court).

Adjudication

The service will require both parties to submit their complaint and any supporting evidence and an adjudicator will be assigned to review and resolve the dispute.

In complex cases where it is not always possible to resolve a dispute quickly, the adjudicator may need more time to gather further facts and supporting evidence from each party in order to reach a decision.

Final Decision

If a case remains unresolved or there is a difference of opinion that cannot be satisfactorily addressed at the adjudication stage, then it may be referred to the Ombudsman to make a final decision.

If the consumer accepts the final decision of the Ombudsman, it becomes legally binding on all parties. This constitutes the last stage of The Motor Ombudsman's process.

Further Information

Complaints should be referred to The Motor Ombudsman within six months of the complaint being made to the accredited business or from the date of the final response letter, whichever is the later.

If it has been more than six years since the event giving rise to your complaint, then The Motor Ombudsman may not be able to consider the complaint.

Any written correspondence from you will receive a response within 7 to 10 working days of receipt and investigations will be concluded within reasonable timescales (determined by the nature of the investigation).

Further details about the terms of the service are available upon request or can be found at:
www.TheMotorOmbudsman.org

How to contact us

If all attempts to reach a satisfactory solution fail, consumers may refer the complaint to The Motor Ombudsman as set out above.

Accredited businesses should ensure that they advise consumers of their right to refer the complaint.

Consumers can find more information, including answers to our frequently asked questions and submit a dispute online at:

www.TheMotorOmbudsman.org

Or write to: The Motor Ombudsman,
71 Great Peter Street, London SW1P 2BN

Information Line: **0345 241 3008**

Appendix (cont.)

Disciplinary Action

The Independent Compliance Assessment Panel (ICAP) is an independent panel which monitors the operation of the Vehicle Warranty Products Code and accredited business compliance with the Vehicle Warranty Products Code. ICAP will also meet to review cases of persistent or serious breaches of the Vehicle Warranty Products Code by accredited businesses.

ICAP is independent of the sector and its authority over accredited businesses reflects the serious nature with which The Motor Ombudsman views non-compliance. It is the responsibility of The Motor Ombudsman to acknowledge when an accredited business has breached the Vehicle Warranty Products Code in a manner that requires more than adjudication and make a referral to ICAP.

Other Codes of Practice

If the complaint is not about a vehicle purchase issue then The Motor Ombudsman may still be able to assist if it is covered by another Code of Practice. For more information on all the other Codes visit: www.TheMotorOmbudsman.org

The Chartered Trading Standards Institute Consumer Codes Approval Scheme (CCAS)

The Motor Industry Codes of Practice are approved by the Chartered Trading Standards Institute Consumer Codes Approval Scheme, which facilitates self-regulation and aims to bolster consumer protection and improve customer service standards.

ADR Certified

The Motor Ombudsman is also approved by the UK Government as a consumer ADR body under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

Customer Satisfaction Survey

The customer satisfaction survey is used to monitor accredited business' performance under the Vehicle Warranty Products Code. The results of the survey will be published in The Motor Ombudsman Annual Report.

The customer satisfaction survey can be accessed at: www.TheMotorOmbudsman.org

Data

For the purpose of monitoring and resolving complaints, and monitoring compliance with the Vehicle Warranty Products Code as well as assessing consumer satisfaction, accredited businesses may pass personal data to The Motor Ombudsman who may analyse that data and publish findings based on it.

Accredited businesses and The Motor Ombudsman will process personal data at all times in accordance with the Data Protection Act 1998.

Financial Ombudsman Service - Insured products only

If you remain dissatisfied with the outcome of your case and wish to escalate your complaint you may refer it to your insurer, whose details appear in your product documents. If the insurer has already been involved during the adjudication process and your policy is underwritten by a Lloyd's underwriter you may refer the matter to Lloyd's Complaints Department:

Policyholder & Market Assistance

Lloyd's Market Services, G6/86, One Lime Street, London, EC3M 7HA

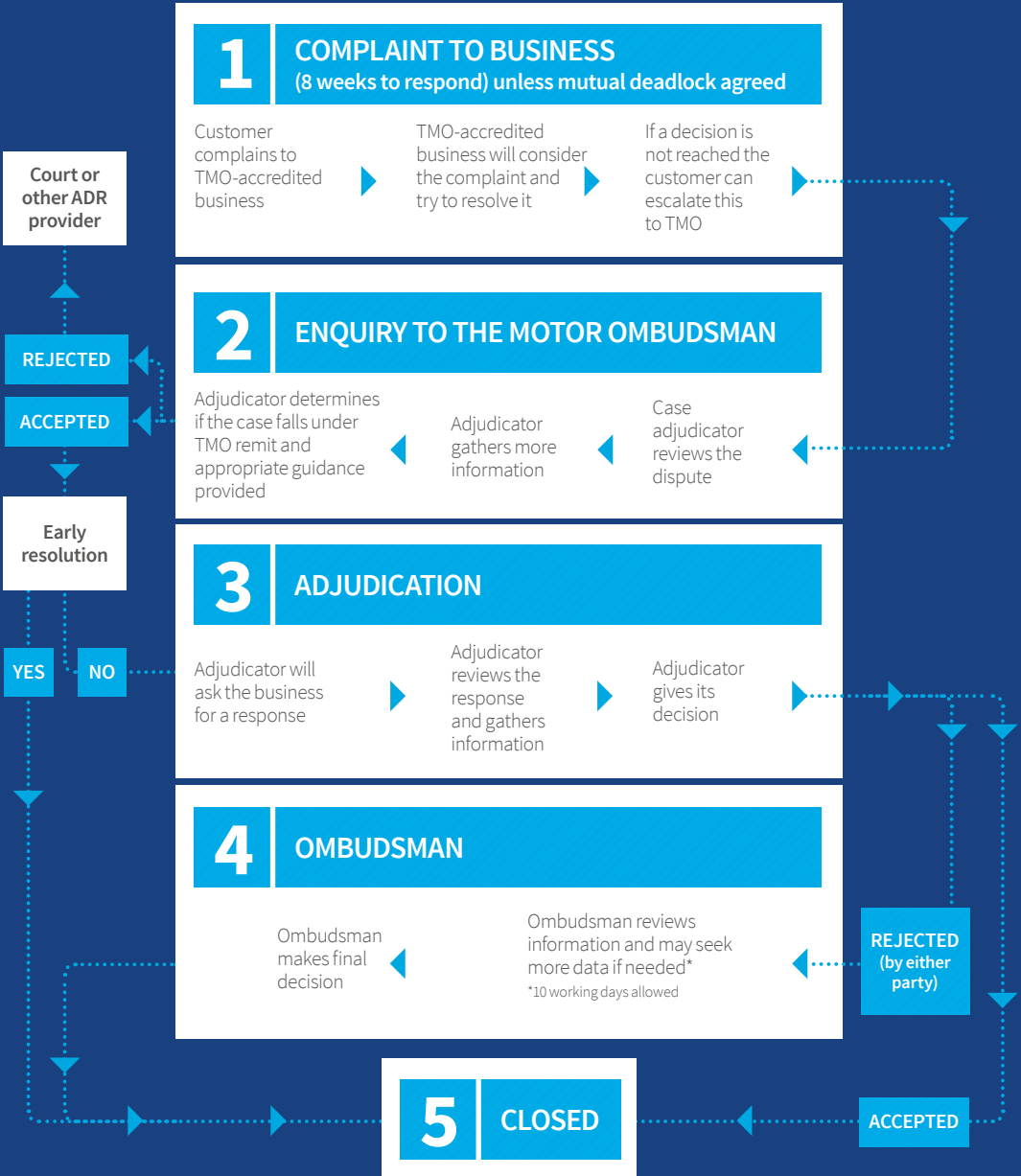
If the insurer is not a Lloyd's underwriter or Lloyd's Complaints Department does not settle the dispute to your satisfaction, you may refer the matter to:

The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Complaints Escalation Procedure

This diagram is intended to act as a visual aid to assist your understanding of the complaints escalation process that will be followed for any complaints made to or regarding an accredited business under this Vehicle Warranty Products Code. All references to 'TMO' are to: 'The Motor Ombudsman'.



The Motor Ombudsman aims to have all cases resolved within 90 days. However, sometimes things can be a bit trickier and it may take longer to reach a decision. If that is the case, The Motor Ombudsman will keep both parties informed at every step of the way.

Further Information

Enquiries or complaints

The Motor Ombudsman telephone:

0345 241 3008

The Motor Ombudsman website:

www.TheMotorOmbudsman.org

Relevant web links

- Advertising Standards Authority:
www.asa.org.uk
- Institute of the Motor Industry:
www.theimi.org.uk
- Citizens Advice Bureau:
www.citizensadvice.org.uk
- Department for Business, Energy
And Industrial Strategy:
www.gov.uk/consumer-protection-rights
- The Chartered Trading Standards Institute:
www.tradingstandards.uk
- Financial Ombudsman Service:
www.financial-ombudsman.org.uk
- Financial Conduct Authority:
www.fca.org.uk

Legislation web links

Information on the legislation referred to in the Service and Repair Code can be found on the websites listed below:

www.legislation.gov.uk

Legislation referred to within the Vehicle Warranty Code

- Consumer Rights Act 2015
- Consumer Protection from Unfair Trading Regulations 2008
- The UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing
- The UK Code of Broadcast Advertising
- Ofcom Broadcasting Code (TV/Advertising)
- The Passenger Car (Fuel Consumption and CO₂ Emissions Information) Regulations 2001
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Misrepresentation Act 1967
- Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)
- Financial Conduct Authority Handbook, including the Perimeter Guidance Manual (PERG)
- Equality Act 2010
- Data Protection Act 1998
- Financial Services and Markets Act 2000 (as amended)
- Financial Services (Distance Marketing) Regulations 2004
- Enterprise Act 2002
- Unfair Terms in Consumer Contract Regulations 1999
- Consumer Protection (Distance Selling) Regulations 2000
- ABI Good Practice Guide
- Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015



Motor Industry Code of Practice for **Vehicle Warranties**