

Independent Compliance Assessment Panel (ICAP)

Annual Compliance
Report 2017



**THE MOTOR
OMBUDSMAN**



Contents

5

SECTION 1:
Introductions

15

SECTION 2:
Code of
Practice
performance
summary

24

SECTION 3:
Case
outcomes

25

SECTION 4:
Case studies

40

SECTION 5:
Compliance

41

SECTION 6:
ICAP member
comments

Managing Director and Chief Ombudsman's foreword



Bill Fennell
Managing Director

Following our transition from Motor Codes in November 2016, 2017 was our first full year operating as the ombudsman within the automotive sector. During these 12 months, awareness of our role grew significantly amongst motorists and businesses, presenting us with new challenges and added pressure on our resources. Overall contacts increased by 48% year-on-year to 42,553, matched by a 49% rise in the number of cases. In order to meet the level of demand for our services, we streamlined our internal processes and expanded our organisational structure and capabilities, thereby enabling us to continue to provide a high level of service to both consumers and accredited businesses.

We also looked to enhance the protection we provide to consumers by expanding our automotive Code of Practice portfolio. Joining our Service and Repair, New Car and Vehicle Warranty Products Code, we introduced the Vehicle Sales Code. This Code covers the purchase of both new and used cars, and received full approval from the Chartered Trading Standards Institute (CTSI) at the beginning of 2017. Consumers can now be confident that businesses who are accredited to the Motor Ombudsman are working to the highest quality standards across the entire vehicle buying and ownership cycle. The Vehicle Sales Code accounted for the biggest proportion of our workload in 2017, experiencing a 130% growth in consumer contacts and a notable 300% upsurge in the volume of cases handled within this Code versus the year before, thus reinforcing our decision to introduce a Code in this area.

With the majority of vehicle manufacturers, warranty providers and OEM franchise dealer networks already part of our accredited businesses, expanding the number of independent garages that are signed up to us remains a key priority to ensure that our services are available to the highest number of consumers across the UK.

The next 12 months are set to be a period of growth for our organisation as we seek to build our position as the automotive dispute resolution provider. Significant investment in our staff and IT systems, which will continue in 2018, has laid the foundations for future efficiency improvements, speeding up the time taken to resolve cases as well as providing a rich source of data to assist accredited businesses in improving both the quality of their products and customer service.

Our impartiality is key to providing a fair service to both consumers and businesses, and therefore ongoing audits by CTSI, coupled with the review of our work and case outcomes by ICAP members, will ensure that this is not compromised.

To this end, I would like to thank ICAP for their time and hard work during the past twelve months and for their ongoing support. We look forward to working with the panel in 2018.

ICAP Chairman's foreword



Tim Milsom
ICAP Chairman

A stylized, handwritten signature in black ink, appearing to read 'Tim Milsom'.

Having held the position of Chairman of the Independent Compliance Assessment Panel (ICAP) for the last four years, it has been a journey of considerable change since I started my tenure. The impact of the introduction of the Consumer Rights Act and Alternative Dispute Resolution (ADR) legislation in 2015 has been significant from two perspectives. Firstly, consumers are increasingly aware of their legal rights and using ADR as a means to resolve a dispute without resorting to legal action. Secondly, the ADR environment has also become much more competitive due to new providers coming to market, including internet-based resolution services.

With all of these factors combined, a greater number of businesses are nevertheless realising the added benefit of having an appointed ADR provider as a sign of trust and reassurance for customers to generate footfall and differentiate themselves from the competition. Many indeed recognise The Motor Ombudsman as the industry standard to fulfil this need.

I am particularly encouraged to see The Motor Ombudsman's Vehicle Sales Code further establishing itself as the blueprint of exceptional consumer vehicle sales etiquette, albeit this has brought about a considerable increase on the demands of The Motor Ombudsman.

My role as Chairman during the past 12 months has once again remained dedicated to overseeing the processes and decisions taken by The Motor Ombudsman, and that case outcomes and final decisions are fair and impartial according to the facts presented.

The following report provides information on the effectiveness of the Codes of Practice, and for consistency, summarises the year-on-year performance recorded by the organisation.

SECTION 1: Introductions

1.1 The Independent Compliance Assessment Panel (ICAP)

Remit

Meeting at least twice a year, the Panel is tasked with monitoring effectiveness, through the review of annual performance data, the analysis of subscriber performance, the commenting on compliance issues and the application of sanctions should they be required.

The Panel is equally responsible for looking at a cross section of complaints, whereby it examines a selection of adjudicator recommendations and Ombudsman final decisions, and considers whether these have been made on a fair and impartial basis.

Panel Members

The Panel consists of the following Industry Members. Under the existing constitution, only a quarter of individuals may be employed within the automotive sector for the purpose of impartiality.



Tim Milsom
ICAP Chairman

Tim Milsom is an independent Trading Standards motoring consultant and an experienced automotive industry professional who also sits on the Vehicle Safe Trading Advisory Group (VSTAG) as meeting secretary.

Tim was formerly the director of an award-winning independent garage for over 27 years. He also specialised in Trading Standards and Regulatory Compliance within the automotive sector, and brings experience in product safety, compliance, risk management and stakeholder engagement. Tim has developed Trading Standards business support / business education initiatives including guidance and advice, training and professional development, and other business support programmes relating to regulatory activities. Furthermore, Tim served as a Used Car Commission member, a government commissioned project to examine the root causes of complaints in the used car industry. It involved the liaison with a broad spectrum of commission members, the gathering and analysis of their input, and contributing to the drafting and development of reports.



Duncan MacRae

Duncan MacRae is the National Operations Manager at **The Automobile Association** and brings industry expertise having worked with The AA since 2003.

He has served in a variety of positions, overseeing various operations including the management of the Supplier Network Management department, the Garage Approval programme within the UK, the AA brand within the UK, Police National Vehicle Recovery Schemes and the Dealership Quality Standards Programme.

Duncan previously oversaw the Garage Inspection contract for The Motor Ombudsman prior to the introduction of the self-assessment, bringing insight to the panel of the operational activities.

Each year, The AA is responsible for carrying out physical inspections on a random sample of Motor Ombudsman-accredited garages to ensure compliance with the stringent requirements of accreditation.



Tim Roberson

Tim Roberson is a former senior economist at the **Office of Fair Trading** (OFT), which has now merged with the Financial Conduct Authority (FCA) and the Competition and Markets Authority (CMA). Previously, he worked at HM Treasury, the Department of the Environment and the Department for Transport (DfT).

Employed for over 20 years at the OFT, Tim was involved in a wide range of investigations including consumer credit, extended warranties, new car warranties, payment protection insurance, private medical insurance and current account banking. Other responsibilities included assessing unfair contract terms and commercial practices and their relationship with influences on consumer behaviour, and the scope for self-regulation (Codes of Practice) to give added protection to consumers.

Since 2010, Tim has been a member of the National Consumer Federation's Executive and Legislation Committees. Between 2012 and 2015, he was a member of the Consumers' Association (Which?) Council of Trustees.



Paul Swindon

Paul Swindon is Company Secretary and Head of Compliance at the **British Association of Removers (BAR)**. BAR is the first UK Trade Association to have Assured Advice, under the Primary Authority regulations, a Chartered Trading Standards Institute-approved Code of Practice and an independent Alternative Dispute Resolution (ADR) scheme, ahead of legislation. For more than a century, The British Association of Removers (BAR) has been promoting excellence in the Removals Industry.



Judith Turner

Judith Turner is Head of ADR and the Senior Ombudsman at **The Furniture Ombudsman**. She read Law at King's College London for three years before graduating with honours in 1998. Judith then went on to complete the Legal Practice Course (LPC) and a training contract before qualifying as a solicitor in 2001. She was previously employed by a City Law firm, practising in Commercial Law. An experienced legal professional, Judith also specialises in Alternative Dispute Resolution and joined The Furniture Ombudsman in 2011. Since her appointment, Judith has written and presented a wide variety of training courses on consumer law and compliance.



Jon Walters

Jon Walters has held the position of Consumer Service Delivery Manager at **Citizens Advice** for the last three years. Prior to this, he was the Service Delivery Manager at the Furniture Ombudsman and a Performance and Quality Officer at the Office of Fair Trading (OfT).



1.2 The Motor Ombudsman

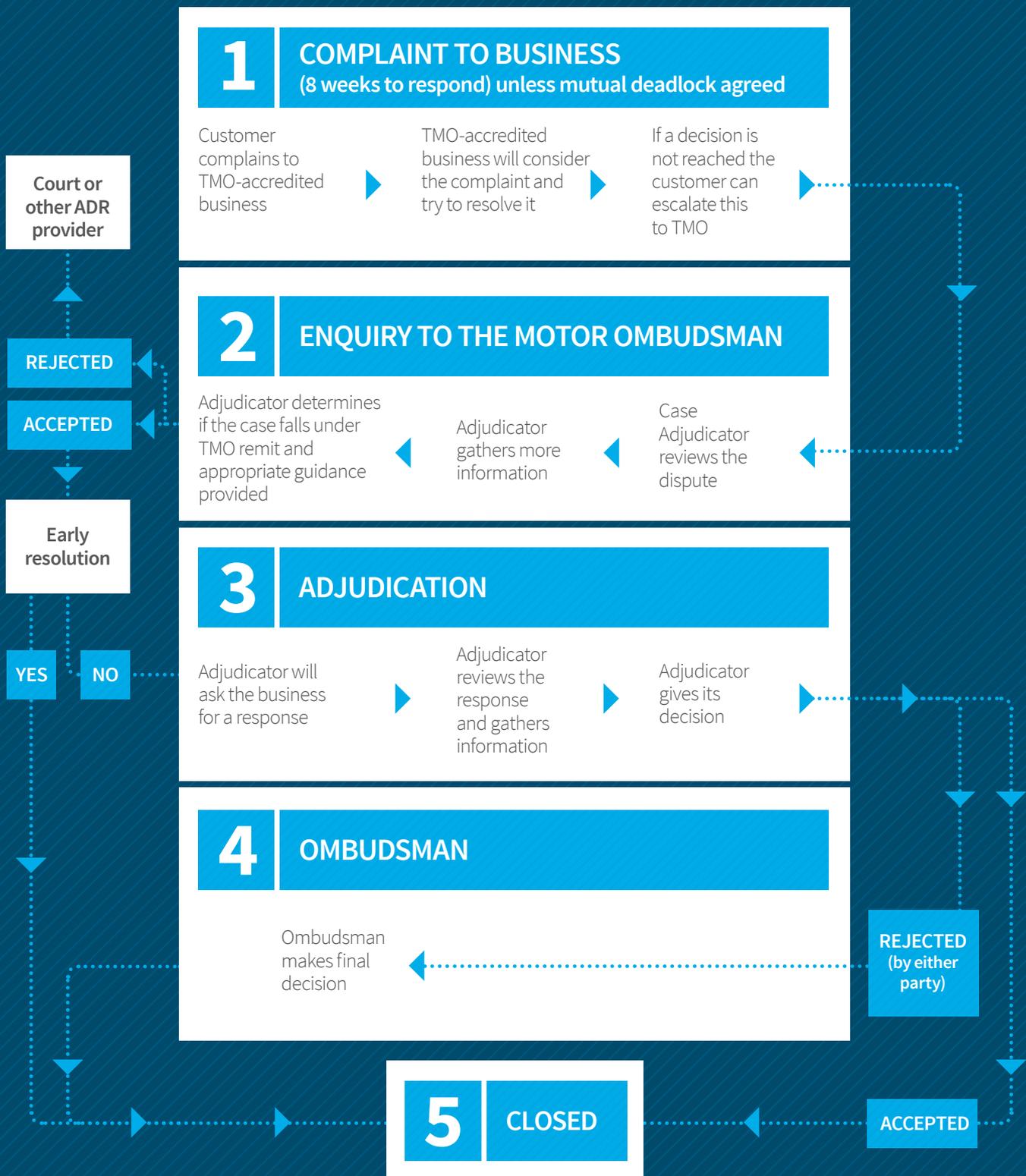
1.2.1 Overview

The Motor Ombudsman is the automotive dispute resolution body. Fully impartial, it is the first ombudsman to be focused solely on the automotive sector, and self-regulates the UK's motor industry through four comprehensive Chartered Trading Standards Institute (CTSI)-approved Codes of Practice¹ providing whole market support. The Codes are designed to drive even higher standards of work and service and give today's consumers added protection, peace of mind and trust during the vehicle purchase and ownership experience.



¹ www.themotorombudsman.org/consumers/our-codes-of-practice

1.2.2 The Motor Ombudsman’s Alternative Dispute Resolution process²:



The Motor Ombudsman’s dispute resolution process is entirely in-house and free of charge for consumers, including the Ombudsman’s final decision, which is legally binding on the accredited business if the consumer chooses to accept it.

² Refer to Section 2 for the definition of terms included within the flowchart.

1.2.3 Benefits of The Motor Ombudsman for consumers

The Motor Ombudsman offers consumers the following key benefits:

- ✓ A clear channel and single point of contact for all motoring-related disputes
- ✓ Free access to the Alternative Dispute Resolution (ADR) and ombudsman service which is all in-house from start to finish
- ✓ Guidance through the entire dispute resolution process to get a fair and impartial outcome
- ✓ Avoids the need for increase detriment through costly legal and court appearance fees
- ✓ Increased confidence and peace of mind when buying or servicing a car that the accredited business is meeting high standards of service and workmanship
- ✓ A Code of Practice portfolio that covers the entire customer purchase and vehicle ownership experience
- ✓ The ability to search for a local garage/ dealership that is accredited to the Service and Repair and/or Vehicle Sales Codes
- ✓ First-hand customer reviews and ratings on the online Garage Finder to make an educated decision when choosing a garage
- ✓ The Motor Ombudsman website provides a valuable resource for motoring-related information on topics such as vehicle maintenance
- ✓ Access to an online recalls database on The Motor Ombudsman website to check whether a specific vehicle (by VIN) has been recalled
- ✓ Access to a library of online case studies to view previous adjudication outcomes and final decisions taken by The Motor Ombudsman

1.2.4 Benefits of accreditation to The Motor Ombudsman for businesses

Accreditation to The Motor Ombudsman offers businesses the following key benefits³:

- ✓ Allows the business to demonstrate their commitment to the highest levels of care and workmanship and an open and transparent way of undertaking business
- ✓ Unlimited and tailored information from a team of legally-experienced and qualified adjudicators who are all in-house
- ✓ Guidance through the entire dispute resolution process to get a fair and impartial outcome
- ✓ Avoids increased detriment through costly solicitor and court fees
- ✓ Full use of The Motor Ombudsman and CTSI-approved Code logos at the business' premises, customer-facing literature and on their website
- ✓ A profile on the Garage Finder which can help to drive footfall, new business leads and revenue
- ✓ Valuable ratings and reviews from customers on the Garage Finder
- ✓ Amplified exposure through The Motor Ombudsman's marketing and PR activities
- ✓ The DVSA will record whether a vehicle testing station (VTS) is a member of a Chartered Trading Standards Institute (CTSI)-approved Code of Practice during the MOT test centre inspection, which may help to consider a business as low risk, resulting in reduced regulatory checks
- ✓ Access to CTSI-accredited online training modules covering relevant legislation affecting the automotive sector
- ✓ A listing on external high traffic websites such as the AA Garage Guide and ReferenceLine, amongst others
- ✓ A certificate demonstrating commitment to one or more of The Motor Ombudsman's Codes of Practice



³ www.themotorombudsman.org/garages/tmo-accreditation/benefits-of-joining

1.2.5 2017 activity highlights by month

January

- ✓ Following Stage Two CTSI approval, our **Vehicle Sales Code** certification was officially presented to TMO by Baroness Crawley of Edgbaston, Chair of the Consumer Codes Approval Board (CCAB), at the Houses of Parliament in London.
- ✓ We appointed a **digital** communications agency to manage our online and social media strategy.
- ✓ We achieved the highest monthly PR reach for the year with an audience of over **5.3 million people**.

February

- ✓ We were invited to attend a **BEIS** workshop assessing the consumer landscape ahead of a consumer green paper regarding the future direction of ADR.

March

- ✓ The Vehicle Sales Code generated the highest level of contacts and cases out of TMO's Codes during the first quarter of 2017 (**3,477** and **206** respectively).
- ✓ We held our first **ICAP** meeting of 2017, and the Panel was strengthened with two new additions, Jon Walters of **Citizens Advice** and Judith Turner, Head of ADR for **The Furniture Ombudsman**.

April

- ✓ We launched our digital advertising and social media programme for 2018.

May

- ✓ We witnessed a substantial **80%** rise in the usage of our online vehicle recalls tool.

June

- ✓ **MotorEasy** joined our Vehicle Warranty Products Code.
- ✓ We launched our "**StayCoolThisSummer**" seasonal marketing campaign with a story in the media on the causes of in-car arguments.

July

- ✓ We reported a **13%** increase in the level of contacts handled in the second quarter of 2017 compared to the first three months of the year.
- The Motor Ombudsman's annual consumer brand awareness survey revealed that **84%** of consumers said that knowing a business was accredited to The Motor Ombudsman would make them feel more confident in choosing that business for their service and repair.

August

- ✓ The Vehicle Sales Code records **10,000** contacts during the first eight months of 2017 with a monthly average of around **1,100**.
- ✓ **Fiat Professional** joined our New Car Code.

September

- ✓ We achieved the prestigious Investors in People **Silver** standard.
- ✓ We launched our downloadable 'one-stop' reference **New Driver Guide** to help those that have just passed their test with purchasing and maintaining a vehicle.
- ✓ **27,600** contacts were received and **1,509** cases were raised from these enquiries during the first nine months of the year.

October

- ✓ We reported that **9,400** contacts were received from consumers between July and September (Q3).
- ✓ In the first six months of our digital programme, we delivered more than **250,000** Garage Finder searches, a **500%** rise in unique traffic to TheMotorOmbudsman.org.
- ✓ We recruited a new **Business Services Manager** to oversee subscriber relationship management and new business development.
- ✓ We submitted a report on our ADR activities for the CTSI audit.

November

- ✓ We celebrated **one year** of The Motor Ombudsman.
- ✓ We launched our **winter** campaign which was centered around a new online vehicle maintenance checklist for motorists.
- ✓ Our four Codes of Practice passed CTSI's annual **audit**.
- ✓ The **Advertising Standards Authority (ASA)** issued a ruling on advertisements having to state if vehicles for sale were previously used for business purposes or were part of a fleet.

December

- ✓ We closed the year with a record **42,553** contacts and **2,214** cases.
- ✓ We recruited **three** new customer service advisors and an additional adjudicator in response to the higher demands placed on our ADR service.

1.3 Annual consumer and business survey results

Every year, The Motor Ombudsman conducts surveys of consumers and businesses as a measure of awareness and the satisfaction of the services that the organisation provides.

1.3.1 Consumer brand awareness survey highlights

Background

The 2017 consumer brand awareness survey was the first to be conducted since the launch of The Motor Ombudsman in November 2016. Managed by an independent market research company, an e-mail survey was sent to a panel of respondents during the last week of June and the first week of July 2017.

A total of 1,002 responses were received, and the survey was completed by a representative sample of participants - 49% of respondents were female and 51% were male. They were also of a wide range of ages above 18 years old, and spanned the length of the UK. The sample required the respondent or their household to own a car - 95% stated that they had a current driving licence, whilst 5% did not.

Key findings

Brand Awareness has increased.

The Motor Ombudsman achieved 40% awareness amongst consumers versus 35% the year before when the organisation was formerly known as Motor Codes. 16% of consumers surveyed had heard of or knew of The Motor Ombudsman (compared to 13% in 2016), 24% had heard of but didn't know much about TMO, and 60% were not aware of TMO. Overall awareness was slightly higher amongst men - 41% knew/had heard of The Motor Ombudsman compared with 38% of women.

Consumers value the added reassurance that being a member of The Motor Ombudsman brings.

The majority of respondents, (85%) thought that knowing a business accredited to The Motor Ombudsman would make them feel more confident in choosing that business for their car purchase of Service and Repair.

Consumers have a largely positive view of the Service and Repair Industry.

Overall, 44% of respondents had a positive view of the Service and Repair industry, and there were no differences for men and women. However, younger generations were much more positive about the sector.

More than half of consumers had made a complaint about their car of service and repair.

In total, 55% of respondents said that they had made a complaint. 23% had made a complaint about a service or repair, 15% had a complaint about a warranty, 12% had a complaint about a used car purchase and 5% had a complaint about

a new car purchase. 57% of consumers surveyed had never made a complaint. It should be noted that these percentages do not fall in line with the enquiries The Motor Ombudsman receives - the largest percentage of contacts related to the Vehicle Sales Code.

For those who had made a complaint, the majority said that this was resolved by the garage (73% versus 71% last year). For 24%, it was resolved by the manufacturer, whereas 3% had it resolved by a third party, For 9%, the issue was not resolved, a decrease on last year's figure of 14%.

After complaining to the dealership or garage, consumers would likely escalate their complaint to the manufacturer (28%, compared with 36% last year) or to Trading Standards (28% compared with 31% last year). This year, consumers would be more likely to escalate it to Citizens Advice than in 2016, (12% compared with just 7% last year. Escalation to an ombudsman is also up from 7% last year to 12% in 2017.

There are mixed views on the role of an ombudsman.

When asked to describe what an ombudsman does, the majority of consumers (30%) believed that an ombudsman resolved complaints/disputes, which was much higher than last year, (22%). 17% suggested an ombudsman was a mediator, and this year, they were less likely to think that an ombudsman investigates complaints (11% this year compared with 20% in 2016).

When asked about the importance of the role of an ombudsman, having someone to turn to if they cannot resolve a dispute directly with the garage or dealership was ranked as the most important aspect by 52% of respondents. 24% said that it

helps to drive up standards across the industry. In addition, 9% felt that an ombudsman for the motor industry was important because it is not a sector that is regulated.

Almost a third thought that the motor industry ombudsman would be government funded.

In line with last year, 31% believed that government would fund an ombudsman for the motor industry. Less people this year thought that the motor industry would fund it (27% compared with 34% in 2016). Furthermore, 31% did not know who should finance it, a 10% rise versus 2016, whereas 5% of respondents believed that a motor industry ombudsman would be self-funded.

Almost half of consumers (49%) were aware that resolving a complaint is free of charge. Also, 28% would have thought there would be a charge, and almost a quarter (23%) did not know about the cost.

For the majority, there were no qualms about having an ombudsman funded by the industry.

A total of 73% of respondents would not have a problem with an ombudsman being funded by industry. This total is made up from 47% that said it would not affect their decision to use it (42% in 2015) and 26% that said it would not matter who funds the ombudsman (33% in 2015). However, 27% believe that The Motor Ombudsman would not be impartial if it was funded by the motor industry (24% in 2015).

Overview

Every year, The Motor Ombudsman aggregates customer satisfaction data from surveys submitted by accredited independent garages, franchise dealers, authorised repairers and vehicle manufacturers. The information gathered relates primarily to the standard of work and service that has been provided to motorists. The study also serves as an effective annual barometer for The Motor Ombudsman and the wider industry to understand the sentiment of consumers on a yearly basis in relation to their experience in the service and repair sector.

Analysis

Survey section highlights	Satisfaction levels	
	2017	2016
Quality of work carried out by independent garages	99%	99%
Quality of work carried out by franchise dealers	99%	93%
Quality of work carried out by manufacturer authorised repairer	96%	89%
Overall quality of work carried out	98%	97%
Level of customer service	98%	97%
Booking process	98%	98%
Information provided	98%	97%
Overall satisfaction	93%	93%
Likelihood to recommend	95%	94%
Total	168,523	179,360

The degree of satisfaction for the quality of work delivered by independent garages has remained the same at 99% for 2016 and 2017. In comparison, the franchise dealer network has seen a significant and encouraging increase in the satisfaction rate from 93% to 99%. Similarly, satisfaction of the work conducted by manufacturer authorised repairers has also risen by seven percentage points to 96%. The other positive trend to be gained from the findings is that overall satisfaction of work carried out by the businesses surveyed has increased to 98% from 97%, mirroring the score seen in 2015.

Satisfaction with the customer service offered has equally returned to 98% after falling by a mere 1% in 2016 from the score recorded in 2015, demonstrating the efforts being made by garages to consistently strive for even higher standards. The large majority of consumers have continued to score the process used by a garage to book in their vehicle for routine maintenance and ad hoc repair work highly, shown by a figure which remains unchanged from 2016 at 98%.

Overall satisfaction with an accredited business has once again been put at 93% by consumers for the second year running and has not yet returned to the higher level of 94% revealed in 2015, showing that there is room for improvement going forward.

Finally, the likelihood of recommending the garage that serviced and / or repaired their vehicle to friends and family increased by a percentage point to 95%, mirroring the score achieved in 2015, which is once again an encouraging upward trend.

1.3.2 Consumer testimonials about The Motor Ombudsman

The following is a sample of testimonials from consumers who used The Motor Ombudsman's Alternative Dispute Resolution (ADR) service in 2017.

"The adjudicator, who dealt with my call was brilliant, especially when I got upset, and he was very patient and so professional.

A big thank you to him!"

"I am deeply impressed by the depth and seriousness with which my complaint has been investigated and am truly grateful"

"I would like to say how helpful my adjudicator was. I was feeling a little nervous about making the call initially. However, his call handling helped me to feel so much better. I have scaled all questions as a ten as he was very professional, helpful and understood my needs. I feel confident that my case will be resolved efficiently.

Thank you"

"Really appreciate your time and effort, and everything you do to make people feel safe!

You have all my respect!"

"We would like to thank you for your intervention in this matter, because without it, we did not have the confidence that the manufacturer would have undertaken such a rigorous inspection of our vehicle"

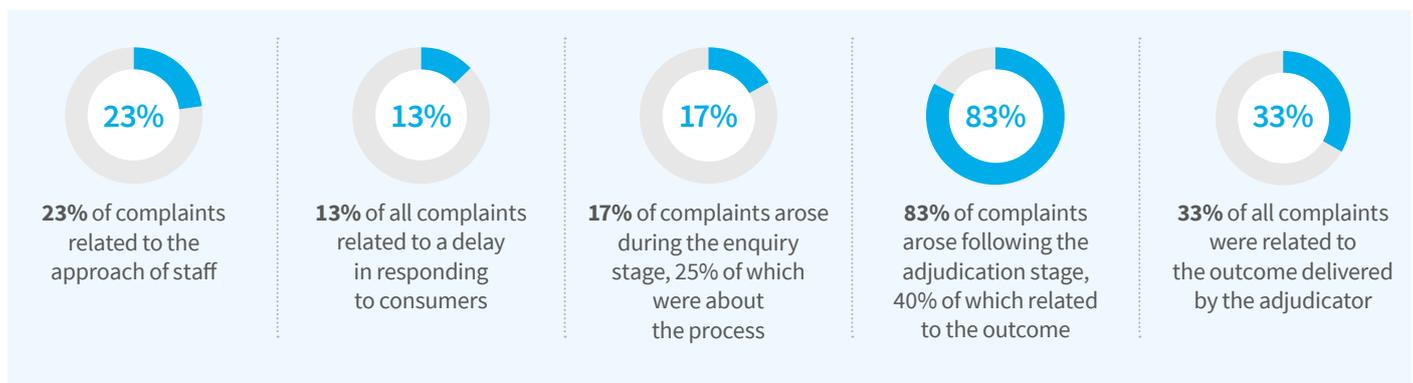
"Thank you for listening to my complaint and sending the forms. I have managed to sort this out with the business and they have acknowledged that they were in the wrong. It took me three days of arguing our case, which was very stressful. However, when I phoned you, the lady who spoke to me was very kind and supportive. At the time, they had decided that they were not going to mend the vehicle, but as stated above, they will now do the repairs.

Thanks again for listening through my tears"

1.3.3 Consumer complaints about The Motor Ombudsman

The Motor Ombudsman received a total of **46** consumer complaints in 2017, representing **0.1%** of all contacts and **2%** of adjudication cases that were worked on during the year.

Complaints about The Motor Ombudsman	Outcome	Process	Delay	Staff issue	Total
No. of complaints made at early resolution stage	0	0	0	0	0
No. of complaints made at adjudication stage	15	12	5	6	38
No. of complaints made at enquiry stage	0	2	1	5	8
Total no. of complaints about the service	15	14	6	11	46



1.3.4 How complaints to The Motor Ombudsman are being addressed

While the majority of complaints were made at the adjudication stage, and are often linked to the decision leading to accusations of bias due to the way we are funded. The feedback we receive from consumers is invaluable. While not all complaints are upheld, it can often highlight areas which can be improved, particularly as it comes from the perspective of the consumers who are using our service and therefore feeds into our continuous improvement programme.

Complaints about staff ranged from tone and attitude, to a lack of understanding of the facts presented by the consumer, disagreement with our interpretation of legislation and misunderstandings from poor communication. While many complaints had been handled correctly, 50% of these cases required individual feedback. For example, tone and attitude may have been professional, but was perceived as too direct and/or unfriendly. Some communications were not fully understood by consumers, particularly where the content had legal jargon leading to a feeling of being patronised.

As well as the individual feedback staff receive, we have call listening sessions and case reviews to share best practice. In addition, we introduced a competency framework across the business to complement our personal development programme, crystallising what is expected from staff as they develop, and helping them to identify and fill gaps in their learning.

Our Ombudsman also joined the Ombudsman Association's Caseworker Competency Framework working group to share our experience and learn from others, with a view to implementing this when it is deployed in 2018.

As part of 2018's objectives, we have set out a "customer first" initiative to instil our company values into all of our staff, and ensure they are at the heart of everything we do. Furthermore, we have developed a new training programme to upskill staff with their telephone handling techniques, to be able to adapt communication style and deal with more difficult customers. Our ADR officials will also be enrolling on an Ombudsman-approved course with Queen Margaret University.

Given accusations of bias are often at the heart of complaints, during 2018 we will be increasing the volume of cases reviewed by ICAP with a monthly flow of cases once our revised Privacy Policy is in place ahead of the GDPR changes arriving in May.

We will also be looking at ways to improve our service in line with the Ombudsman Association's service standards by enhancing our quality assessment regime and introducing a complexity rating for cases to assist in speeding up and managing workflow.

SECTION 2: Code of Practice performance summary



The Code of Practice performance summary provides a year-on-year comparison of key metrics for each of The Motor Ombudsman (TMO)'s four CTSI-approved Codes of Practice. The following is a glossary of terms used in the summaries:



Adjudication Cases are raised if the business that a consumer has a dispute with is accredited to The Motor Ombudsman, and the business has been given a maximum period of eight weeks to try to resolve the issue directly with the customer.



Consumer Contacts are received by The Motor Ombudsman's ADR team, which can include a complaint, a query and a customer following up on the outcome of a case if one has been raised.



Consumer Survey Volume is the total number of surveys completed by consumers following a new car purchase or the repair or maintenance of their vehicle at an accredited business. They were left directly via The Motor Ombudsman website, or were supplied via a data-feed by participating manufacturers and dealerships.



Early Resolutions are when complaints can be resolved simply with minimum intervention from the adjudication team. A case will not be raised in this instance.



Escalation Rate is the proportion of cases that were passed to the Ombudsman for a final decision.



Final Decisions are only ever issued by the Ombudsman, and is the last stage of The Motor Ombudsman's involvement in a case if a consumer or accredited business does not accept the outcome of the adjudicator. The final decision is made independently from the adjudicators by looking at all the facts of the case, and is legally binding if the consumer chooses to accept it.



Garage Finder Searches are the total number of times that accredited businesses listed on The Motor Ombudsman's Garage Finder have been searched for by visitors to the website.

2.1 Service & Repair Code

The **Motor Industry Code of Practice for Service and Repair**, introduced in 2008, ensures that consumers receive a transparent and professional service when visiting an accredited business' premises for servicing, maintenance or repairs to their vehicle. Businesses accredited to the Service and Repair Code can be found on The Motor Ombudsman's Garage Finder.⁵



Motor Industry Code of Practice for

Service and Repair

The Service and Repair Code covers the following principal areas:

- ✓ Advertising;
- ✓ The booking in of work;
- ✓ Pricing;
- ✓ Staff competency;
- ✓ The standard of work; and
- ✓ The handling of complaints.

No changes were made to the content of the Service and Repair Code in 2017.

Accredited businesses	2017	2016	Trend vs 2016
Consumer Contacts	10,863	9,012	▲
Early Resolutions	7	36	▼
Adjudication Cases	566	521	▲
Final Decisions	59	57	▲
Escalation Rate	5%	6%	▼
Garage Finder Searches	420,905	187,374	▲
Consumer Survey Volume	168,523	179,360	▼

Analysis:

The 21% growth in Service and Repair Code contacts between 2016 and 2017 can be attributed to ever-increasing awareness of The Motor Ombudsman, both in terms of consumers using accredited businesses and referring complaints to us. There is no evidence to suggest that there has been an increase in the number of complaints in the sector.

The consumer complaints relating to the Service and Repair Code that were seen during 2017 can be split into three main categories:

1. Problems with a diagnosis:

- ✓ It took longer than expected;
- ✓ The accredited business was unable to find the root cause of the fault; and
- ✓ The diagnosis of the fault was incorrect.

2. Issues with the repair:

- ✓ The repair didn't solve the fault;
- ✓ Further faults arose; and
- ✓ The fault was resolved, but there were other negative impacts on the vehicle e.g. a loss of performance.

3. Problems with staff competency:

- ✓ Staff didn't look after the consumer's property and/or caused damage;
- ✓ Staff did not provide clear explanations, leading to consumer confusion and mistrust; and
- ✓ Staff were not adequately qualified or overseen by suitably qualified staff.

⁵ www.themotorombudsman.org/garage-finder

2.2 New Car Code

Launched in 2004, the Motor Industry Code of Practice for New Cars ensures that vehicle manufacturers supply new cars and warranties to consumers responsibly. The Code helps to safeguard new car buyers from misleading adverts, that documentation supplied with the vehicle is easy to understand, that terms of the warranty will be respected if the car is serviced according to the recommended guidelines, and that any complaints will be handled swiftly.

A total of 40 OEMs are accredited to the New Car Code, meaning that a large proportion of all new vehicles sold across the UK are covered by this comprehensive guide of best practice.



The New Car Code covers the following principal areas:

- ✓ Advertising;
- ✓ Replacement parts and accessories; and
- ✓ New car provisions;
- ✓ Complaints handling.
- ✓ Manufacturer new car warranties;

No changes were made to the New Car Code in 2017. Going forward, The Motor Ombudsman will be looking at refreshing the Code in line with the emergence of alternatively fuelled vehicles (AFVs), so that it includes a greater level of guidance on technology and software.

Accredited businesses	2017	2016	Trend vs 2016
Consumer Contacts	9,806	9,104	▲
Early Resolutions	112	90	▲
Adjudication Cases	514	491	▲
Final Decisions	61	27	▲
Escalation Rate	6%	6%	●

Analysis:

The consumer complaints relating to the New Car Code that were seen during 2017 can be split into three main categories:

1. Warranty disputes:

- ✓ The accredited business didn't deem the cause of the failure to be due to a manufacturing defect;
- ✓ A previous warranty repair failed; and
- ✓ The consumer had multiple repairs under warranty and the issue was not resolved.

2. Advertising and literature:

- ✓ The advertising was factually incorrect;
- ✓ The consumer misunderstood the advertising because it was unclear or ambiguous; and
- ✓ The manual omitted information relevant to a particular fault or issue.

3. Parts delays:

- ✓ A consumer was left off the road because a part had not arrived;
- ✓ A part was no longer in production so the consumer was unable to repair their vehicle; and
- ✓ The part arrived, but the consumer was now looking for compensation.

2.3 Vehicle Warranty Products Code

Unveiled in 2010, the **Motor Industry Code of Practice for Vehicle Warranty Products** aims to drive up standards across a wide range of automotive warranties, including coverage of both insured and non-insured products, by committing accredited businesses to higher standards than required by law. The Code currently represents about 70% of the industry's major providers that administer over three million products and is fully approved under the Chartered Trading Standards Institute (CTSI)'s Consumer Codes Approval Scheme (CCAS).



The Vehicle Warranty Products Code covers the following principal areas:

- ✓ Advertising;
- ✓ Point of sale obligations;
- ✓ The clarity of information provided to customers;
- ✓ The handling of claims;
- ✓ Service contracts, guarantees and non-insured products;
- ✓ Insured products; and
- ✓ Complaints handling.

No changes were made to the content of the Vehicle Warranty Products Code in 2017.

Accredited businesses	2017	2016	Trend vs 2016
Consumer Contacts	1,294	844	▲
Early Resolutions	1	2	▼
Adjudication Cases	70	62	▲
Final Decisions	4	4	●
Escalation Rate	6%	8%	▼

Analysis:

There was a 53% increase in the volume of contacts from 2016 to 2017. This has resulted from the natural organic growth of consumers using The Motor Ombudsman to resolve their dispute following increased awareness of the body's ADR service.

The consumer complaints relating to the Vehicle Warranty Products Code that were seen during 2017 can be divided into three main categories:

1. Point of sale:

- ✓ The consumer was given incorrect or misleading information during the sales process;
- ✓ The consumer believed that the policy had been mis-sold because it failed to cover the repair of their vehicle; and
- ✓ The accredited business/retailer did not provide the consumer with the relevant literature or information.

2. Claims handling:

- ✓ The accredited business took too long to make a decision on the claim;
- ✓ The accredited business unfairly declined the claim; and
- ✓ The consumer disagreed with the accredited business' independent report, or sought their own report which was conflicting in its content.

3. Clarity of information:

- ✓ The warranty terms were ambiguous or were capable of being misunderstood;
- ✓ Key conditions, such as servicing requirements, or exclusions were not made clear in the warranty; and
- ✓ Cancellation rights were not made clear to the customer.

2.4 Vehicle Sales Code

The **Motor Industry Code of Practice for Vehicle Sales** provides guidelines on the sale of both new and used cars, as well as the supply of finance and warranties. Businesses accredited to the Vehicle Sales Code can be found on The Motor Ombudsman's Garage Finder.⁶



Motor Industry Code of Practice for

Vehicle Sales

The Vehicle Sales Code covers the following principal areas:

- ✓ Advertising;
- ✓ The presentation of used cars for sale;
- ✓ The presentation of new cars for sale;
- ✓ The vehicle sales process;
- ✓ The provision of warranty products;
- ✓ The provision of finance products
- ✓ aftersales support; and
- ✓ Complaints handling.

No changes were made to the content of the Vehicle Sales Code in 2017.

Accredited businesses	2017	2016	Trend vs 2016
Consumer Contacts	16,780	7,238	▲
Early Resolutions	12	19	▼
Adjudication Cases	944	285	▲
Final Decisions	97	25	▲
Escalation Rate	6%	3%	▲

Analysis:

The Motor Ombudsman saw a 132% increase versus 2016 in the number of customer contacts relating to vehicle sales. When making a comparison year-to-year, the rise was significant as the Code was only live for the last three months of 2016 versus a full twelve-month period in 2017. However, the underlying causes of this heightened demand for The Motor Ombudsman's adjudication service was due to the new Code responding to the breaches in this area for the first time, it becoming more well-known amongst consumers due to PR and marketing activities, and was also the first Code of its kind to cover the new and used car market.

The consumer complaints relating to the Vehicle Sales Code that were seen during 2017 can be split into three main categories:

1. Vehicle quality:

- ✓ The vehicle experienced a fault shortly after purchase;
- ✓ The consumer believed a part failed prematurely; and
- ✓ The accredited business failed to adhere to its obligations under consumer law.

2. The sales process:

- ✓ The consumer was not been given all of the information that they needed to make an informed decision about their purchase;
- ✓ The consumer felt that they have been pressured or misled into buying the vehicle; and
- ✓ The terms of the contract and/or finance agreement were not made sufficiently clear.

3. Used vehicle presentation:

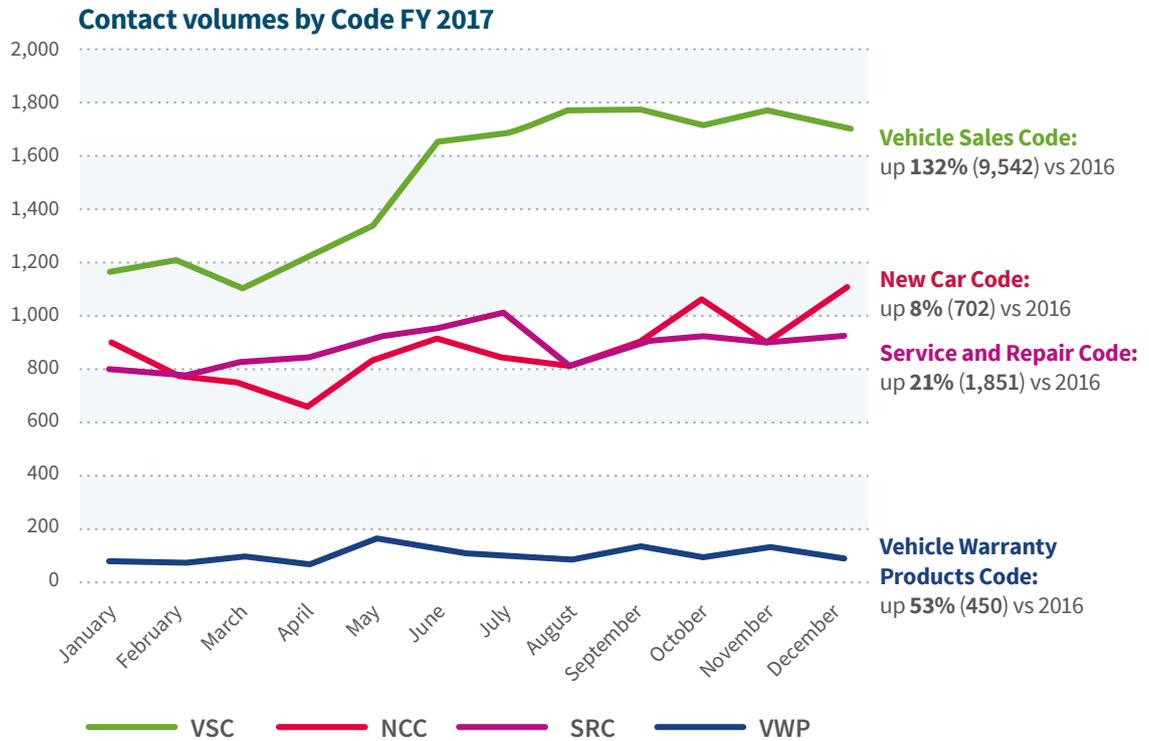
- ✓ A consumer was not given all of the relevant information about the vehicle's history;
- ✓ The car was not properly checked prior to handover, and had faults and / or cosmetic issues; and
- ✓ The consumer was unhappy with the condition of the vehicle.

⁶ www.themotorombudsman.org/garage-finder

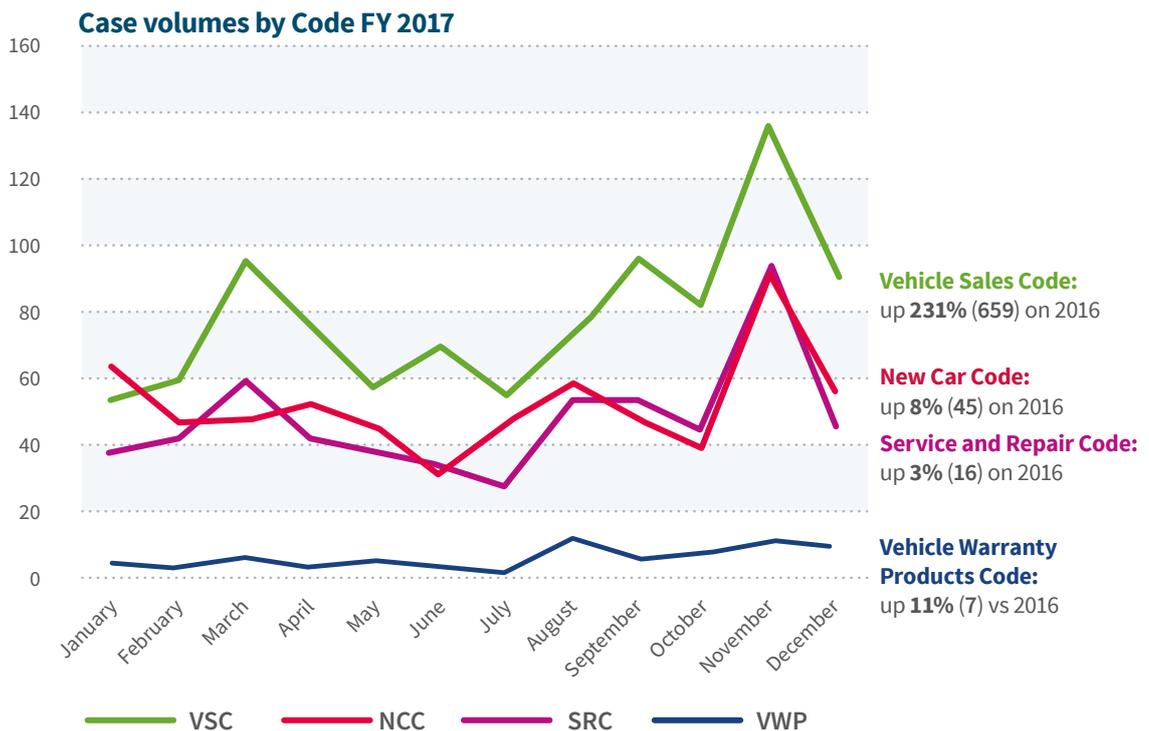
2.5 Contact and case volumes

2.5.1 Contact volumes

- The total contacts received during 2017 increased **48%** compared to 2016 (**42,553 v 28,823**)
- Vehicle Sales contacts saw the biggest growth during the year, with a total of **16,780** recorded during 2017, up **132%** on that seen during 2016. Sales cases rose by **337%**



2.5.2 Case volumes



Cases

- The Motor Ombudsman's Information Line handled **2,214** cases, rising from **1,418** which were handled in 2016 (a **56%** increase)
- The escalation ratio from a contact to a case was **6%**, the same as that seen in 2016
- The breakdown of the main case subjects by Code handled by The Motor Ombudsman in 2017 is as follows:

Vehicle Sales Code

Breach	Percentage of Vehicle Sales Code cases
The quality of a vehicle at point of purchase	64
The vehicle sales process	11
Advertising	6
The provision of finance	6
Issue with a used vehicle	5
Aftersales	4
Issue with a new vehicle	2
The provision of warranty	1
Complaints handling	1

New Car Code

Breach	Percentage of New Car Code cases
Vehicle warranty	43
Advertising	33
New car provisions	15
Parts delays	5
Complaints handling	4

Cases (continued)

Service and Repair Code

Breach	Percentage of Service and Repair cases
Standard of work	54
Approach of staff	21
Booking in of a vehicle	20
Billing process	2
Advertising	2
Complaints handling	2

Vehicle Warranty Products Code

Breach	Percentage of Vehicle Warranty Product cases
Point of sale material	44
Claims handling	26
Clarity of information	25
Advertising	5

Summary:

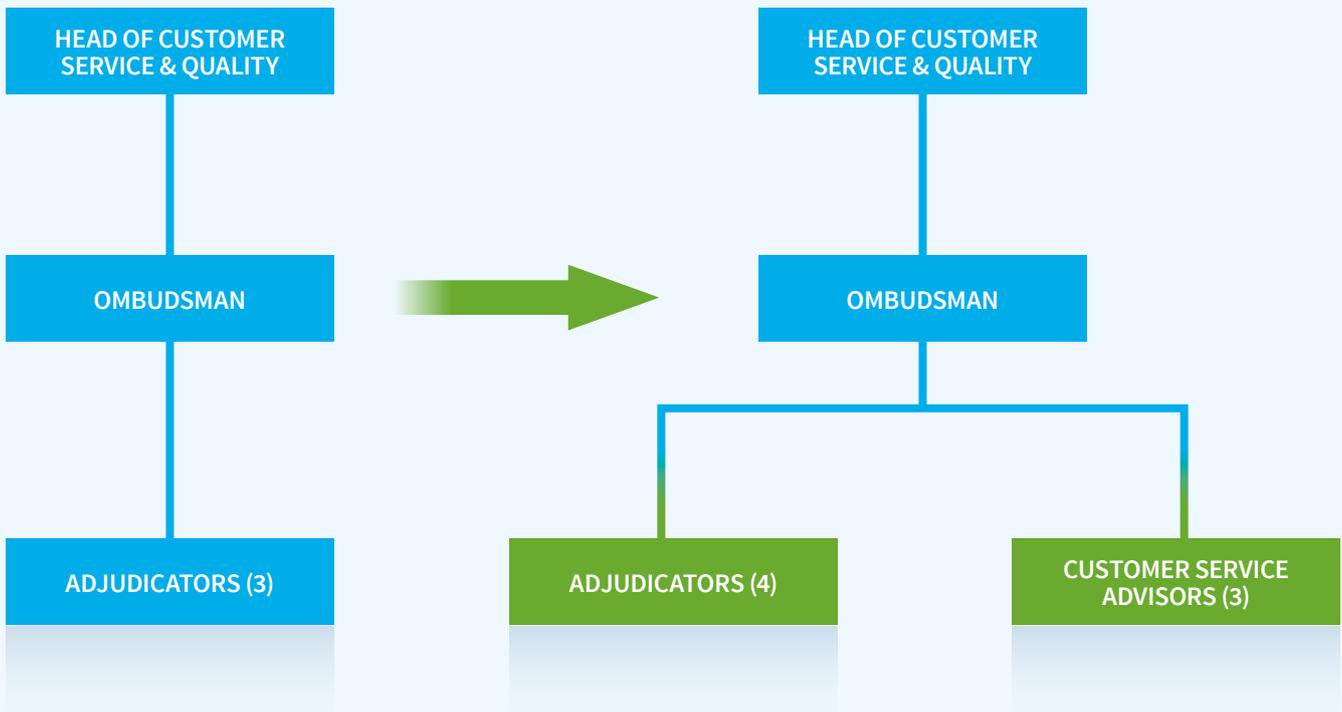
The quality of a vehicle at the point of purchase generated the highest proportion of cases for a Code of Practice. This was followed by the standard of work which was the subject of just over half of Service and Repair Code breaches (54%). The complaints handling process used by a garage tended to cause the smallest proportion of breaches of The Motor Ombudsman's Codes of Practice (ranging between one and four per cent).

2.6 Management of cases

In response to the growing demand for The Motor Ombudsman's adjudication service, coupled with a continued commitment to delivering case outcomes and responses within the shortest possible timeframe, an expanded and more efficient alternative dispute resolution (ADR) team structure was adopted in 2017.

As well as hiring one additional adjudicator, three customer service advisors were recruited to fill newly-created positions. They are now the "frontline" of the dispute resolution service, and are responsible for responding to all initial telephone and e-mail consumer contacts, and to ascertain whether the business that a consumer has raised a

dispute with is accredited to The Motor Ombudsman. In addition, they are tasked with recording the details of a case, and completing all of the preparatory work before the case is passed to the adjudication team. This helps to decrease the time it takes for the case to be reviewed and to deliver a fair and impartial outcome to a customer's dispute based on the evidence presented.



SECTION 3: Case outcomes

The following is a glossary of terms used in the graphic below:

Adjudication outcome in favour of the consumer: sufficient evidence has been provided to deliver an outcome in the sole favour of the consumer or the parties have reached a settlement via goodwill. In these cases, the business will be required to offer a remedy. This could be in the form of goodwill gesture such as a repeat repair, or the replacement of a component at no charge to the customer.

Adjudication outcome in favour of the business: the consumer's claim has been dismissed based on the facts supplied by both parties to the adjudicator. The business in question is therefore not obliged to offer a remedy or incur any further costs.

Split adjudication outcome: based on the evidence provided by the consumer and the accredited business to the adjudicator, The Motor Ombudsman was unable to rule in favour of either party. This could be due to a number of reasons, such as a lack of evidence, or where the claim can only be partially upheld. An example of a split outcome is where the cost of a repair to rectify the issue has been divided between the customer and the garage.

Case withdrawn from the Alternative Dispute Resolution (ADR) process by the consumer: during the ADR process, consumers have the right to withdraw their case at any time. This can be for varying reasons including deciding to pursue the case through court, or it may be that they have resolved the matter directly with the business.

Case outcome breakdown for 2017

Where Motor Ombudsman cases were upheld in favour of the consumer, and where a value was attributed to the award given to them (e.g. a repair), individuals saved in excess of £1.2 million during 2017. In 2017, The Motor Ombudsman equally saved accredited businesses the equivalent of £2.3 million in consumer claims (e.g. requests to reject a vehicle).



Adjudication
outcome in favour
of the consumer



Adjudication
outcome in favour
of the business



Split
adjudication
outcome



Case withdrawn
from the ADR
process by the
consumer



Nearly a third of outcomes delivered by adjudicators during 2017 were in favour of the accredited business. Consumer claims which were upheld by The Motor Ombudsman accounted for around a fifth of outcomes based on the fair and impartial evaluation of the case evidence provided. Split adjudications accounted for just over 40% of outcomes.

SECTION 4: Case studies – adjudication outcomes and final decisions

The following case studies for each Code of Practice were reviewed by ICAP members to ensure that all outcomes were delivered correctly. Cases highlighted required the involvement of an adjudicator, and the Ombudsman in some instances.

NOTE: The vehicle age and mileage is that which was recorded at the time that the consumer submitted their complaint to The Motor Ombudsman.

4.1 Service & Repair Code cases

Consumer's claim

Vehicle age	4 years old
Vehicle mileage	55,100

Mr A took his vehicle to a business for a service. Five months later, the car had to be recovered to another business as it had suffered a complete loss of oil. The diagnosing garage found that the sump plug had come out, and, as a result, the turbo and engine lost oil. Mr A believed that the accredited business who completed the service had failed to tighten the sump plug correctly after the work. Furthermore, Mr A expressed concern that the service had been completed by an apprentice without a supervisor checking the quality of the work which had been undertaken. As a resolution, Mr A wanted the first business to repair the vehicle free of charge.

Response of accredited business

The business was satisfied with the level of care and skill taken to do the service, and did not believe that they could have caused the fault. This is because, if they had left the sump plug loose, the vehicle would have started to lose oil immediately and Mr A would have had a fault light illuminate on his dashboard. Furthermore, the car would not have been able to complete the 12,100 miles following the service.

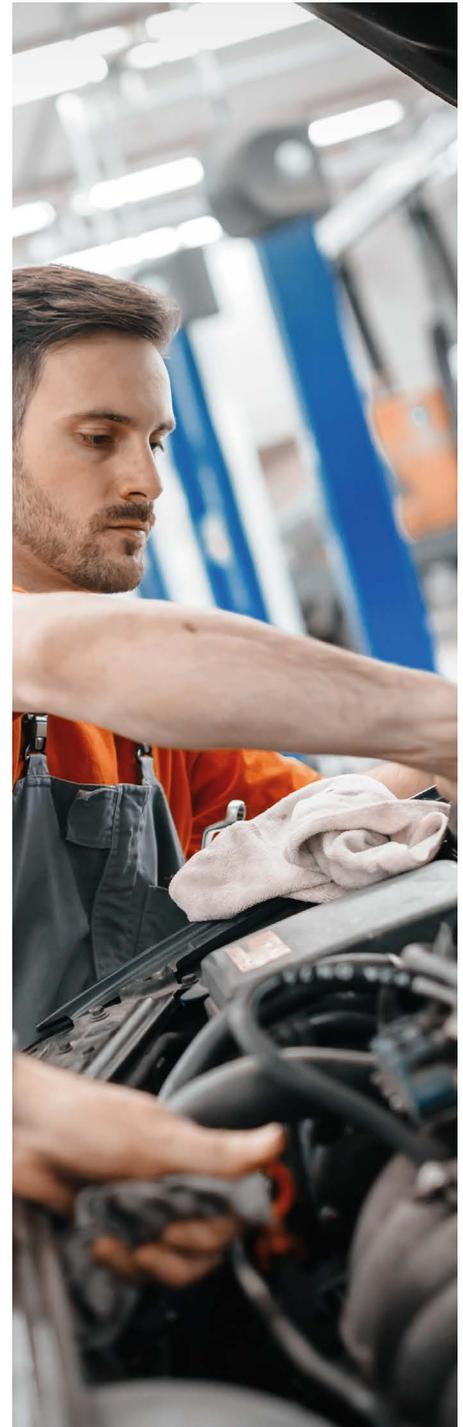
The business also confirmed the tools used to tighten the sump plug, and provided evidence to The Motor Ombudsman adjudicator that, although an apprentice had completed the service, the work was carried out by a third year apprentice under the supervision of both a technician and a master technician who quality checked the vehicle before returning it to Mr A. The probable cause of the failure was therefore likely to be external influence or third party contact post the service.

Adjudication outcome

The adjudicator had to assess whether or not the business had exercised reasonable care and skill when completing the service, and whether failure to do so had caused the fault Mr A was experiencing. As Mr A was not able to provide any evidence confirming a loose sump plug following the service, the adjudicator had to assess the case on a balance of probability if the business had indeed left the sump plug in the aforementioned condition.

The adjudicator felt that too much time and mileage had lapsed since the service had been completed, and therefore, it is unlikely that the sump plug was left loose by the business during the service. As such, the complaint was not upheld in favour of the consumer.

Going forward, if Mr A is able to provide a report from the business, or an independent assessment confirming the status and condition of the vehicle, and that the car would have been able to complete the time and mileage it did with a loose sump plug, and without displaying any symptoms, then The Motor Ombudsman adjudicator would review the case further.



4.1 Service & Repair Code (continued)



Consumer's claim

Vehicle age	6 years old
Vehicle mileage	91,000

Mr B took his vehicle to a business for a replacement All Wheel Drive (AWD) Haldex clutch filter and an oil service. It was returned back to Mr B, but there was an oil leak. The customer was adamant that his car did not have an oil leak before the car went in for the work.

It was therefore taken to the business for at least six attempts to rectify the oil leak, but they were unable to repair the fault, as they did not have the tools required. Mr B therefore wanted a replacement vehicle of the same specification or a refund of the equivalent value of his vehicle.

Response of accredited business

The business advised that they had received an instruction to service the vehicle, to change the filter, and to replace the oil. The business had advised Mr B against exchanging the AWD filter as it's designed to last the lifetime of the vehicle, and as such, the manufacturer did not recommend that this part should be changed. However, Mr B continued with the repair as he had read that this increases vehicle performance.

The business also stated that there was no evidence that there was a pre-existing oil leak. They equally claimed that an oil leak was inevitable, as the unnecessary removal of this component may have disturbed the good seal that had formed between the coupling and the differential unit.

Although several attempts were made, they believed that they had resolved the leak, as they had not heard from Mr B following on from the latest repair to it. However, upon making contact with Mr B in response to the case referral by The Motor Ombudsman, the business learnt that Mr B had subsequently sold the vehicle.

Adjudication outcome

The adjudicator assessed the case under the Service and Repair Code, whereby the business is obliged to ensure that all diagnostics and repairs are carried out with reasonable care and skill. They were satisfied that the business had acted correctly and that the fault was an inevitable consequence of changing a filter that should not have been replaced.

Nonetheless, the business perhaps should not have accepted this repair due to the high risks involved. Equally, the adjudicator believed that Mr B should have taken heed to the advice given by the business with regards to the replacement of the filter.

As the business had already attempted to carry out the repair of the oil leak, but did not have the correct tools, it would only be fair that the business subcontracts the repair out to a garage that is able to rectify the fault. However, as the vehicle was sold on, the adjudicator recommended to the business that they refund the cost of the repair in full and final settlement. This remedy was accepted by both parties and the case was closed.

4.1 Service & Repair Code (continued)

Consumer's claim

Vehicle age	9 years old
Vehicle mileage	49,000

Ms C took her vehicle to a business because it wouldn't start. Upon investigation, the business diagnosed that the catalytic converter needed changing, and Ms C authorised the repair. However, after collecting the car, it failed again. Having taken the vehicle to a third party business, Ms C learnt that the first business had fitted the wrong catalytic converter. Moreover, in order to fit the wrong catalytic converter, the component had to be cut and fitted.

Ms C was therefore looking for a refund of the initial repair costs, as well as the charges incurred for the work carried out at the third party business.

Response of accredited business

The first business stood by their work to Ms C's vehicle and provided supporting documentation from their supplier to show that the part fitted was indeed the correct one. Being an aftermarket component, it was difficult to have this verified by the vehicle manufacturer, but the supplier had confirmed the engine number and the vehicle registration, which demonstrated that the part fitted was the correct component.

However, as a gesture of goodwill, the business was willing to refund the costs incurred if Ms C returned the part, so it could recoup their losses back from their supplier, should it be the case that the part was faulty. Ms C rejected this offer and continued to request a refund for both repairs and compensation on top of this.

Adjudication outcome

The adjudicator assessed the complaint to ascertain if the business had breached the Service and Repair Code by failing to replace the catalytic converter without exercising reasonable care and skill. The adjudicator was not presented with any evidence confirming the above, which could justify obligating the business to either carry out a repeat performance or refund Ms C in full, as she would be entitled to, if the complaint was upheld. However, Ms C could not supply a written report.

Therefore, the adjudicator did not uphold the dispute in the favour of Ms C, but advised her that if she could supply the required information, the case would be reviewed further. In addition to this, Ms C was advised that even if this complaint was upheld, she would only be entitled to a repeat performance or a full refund, but the business was already willing to offer the refund. Ms C wanted to be compensated for both repairs, but this would put Ms C in a position of betterment which she was not entitled to.



4.1 Service & Repair Code (continued)



Consumer's claim

Vehicle age	10 years old
Vehicle mileage	82,855

In July 2017, Mr D went to a business for a service and MOT, and was told that the car had failed its MOT due to the right rear light unit being burned out. Mr D believed the light had been fine before he took the car to the dealership and that, as the dealership had noticed this on the service, they should have told him about it before they failed the car's MOT. Mr D part-exchanged the car for £500 as a result of the MOT failure and was looking for a full refund of the service, and £1,095 for the loss of value of his vehicle.

Response of accredited business

During the service in 2017, the technician noted that the rear lights were not working correctly. The fault was reported to Mr D, and Mr D was upset that the MOT had gone ahead despite them knowing from the service that it would fail. The business said that they carried out the work requested and that they will not typically call customers until both the service and MOT are completed, as there is the possibility of a car failing on non-serviceable items.

Adjudication outcome

The adjudicator did not make a financial award in this instance. In terms of the service and MOT, and the failure of the MOT on an item noticed on the service, the adjudicator felt that this was a breach of the Service and Repair Code as work should be authorised before it goes ahead, but didn't think there had been any financial loss. Mr D was unhappy and said the only reason he part-exchanged the car was because of the MOT failure, so asked for a final decision from the Ombudsman.

Ombudsman's final decision

On review, the Ombudsman disagreed with the adjudicator and believed the work had been authorised in that Mr D had asked for both the service and MOT to be carried out and both had been completed. No repair work had been undertaken without authorisation and it made more sense to carry out both the service and MOT before calling Mr D. This is so consumers could be fully informed of all repairs required on the vehicle, rather than calling multiple times and being given several lots of information which could cause confusion. As such, there was nothing to justify a financial award and the consumer's complaint was not upheld.

4.2 New Car Code cases



Consumer's claim

Vehicle age	3 years old
Vehicle mileage	29,000

Mr E bought a brand new car that was a convertible. Following the purchase, Mr E discovered the material on the sunroof had started to deteriorate. Given that the vehicle was less than a year old, Mr E was adamant that it had failed due to a manufacturing defect. Having arranged an inspection of the vehicle at a business, the vehicle manufacturer advised that there was no evidence of a production defect. The fault was therefore put down to Mr E stowing the sunroof whilst wet.

However, Mr E obtained an independent assessment of the vehicle by a leather specialist who confirmed that the sunroof was suffering from the 'sandpaper effect' – a phenomenon attributed to material coming into contact with one another and rubbing against each other. This therefore caused the waterproof layer to wear away, and in turn, resulted in premature wear. Mr E also provided an independent assessment carried out by DEKRA who confirmed the previous independent assessment, but instead of stating the sandpaper effect, the evaluation referred to the failure as 'chafing'. Therefore, Mr E wanted the manufacturer to put the sunroof right under the warranty.

Response of accredited business

The vehicle manufacturer reviewed the case and found that as DEKRA had not confirmed there to be a manufacturing defect with the sunroof, they would not extend the warranty to correct the fault.

The manufacturer interpreted from the DEKRA report that rubbing during wet stowage was causing the issue. They believed it was clear that during the ownership of the vehicle, the roof care instructions in the owner's manual were not followed, and as such, they determined that there was no evidence of a defect. As a result, they stood by their initial decision to reject the customer's warranty claim.

Adjudication outcome

Having assessed the case under the New Car Code, the adjudicator accepted the DEKRA report confirming the chafing issue with the sunroof. The vehicle manufacturer had not been able to provide any evidence to the contrary. The adjudicator did not accept the vehicle manufacturer's diagnosis of the cause being that Mr E was storing the sunroof wet, therefore resulting in the deterioration of the material. DEKRA made no mention of this point and nor did the previous independent report. Therefore, based on the independent assessment received, the adjudicator awarded a repair or replacement of Mr E's sunroof under the warranty. The business rejected the adjudicator's decision and escalated the case to the Ombudsman for a final decision who duly upheld the adjudicator's outcome in favour of the consumer.

4.2 New Car Code cases (continued)



Consumer's claim

Vehicle age	1 year old
Vehicle mileage	Not available

Ms F's brand new vehicle broke down three months after buying the car, and she required roadside assistance. The failure was found to be with the battery. The vehicle was then taken to a dealership who replaced the battery. Ms F did not wish to pursue the complaint against the seller, but against the manufacturer, on the basis that it was a brand new vehicle and that they had very high expectations of it. Reference was made by the customer to The Motor Ombudsman's New Car Code, namely clause 2.0: "Once you have ordered your new car, it is the accredited business's responsibility to ensure that the car supplied to the retailer is manufactured to a high standard which will meet your expectations".

In addition to the fault with the vehicle, Ms F was also unhappy with the level of customer service received from the vehicle manufacturer and the manner in which her complaint was handled. Ms F was therefore looking for a one-month finance payment to be refunded, as well as compensation for her time, stress and trouble caused by the issues.

Response of accredited business

The vehicle manufacturer confirmed that following on from their investigation, the breakdown provider's report confirmed that the battery had failed due to an external influence. This report was signed for and accepted by Ms F.

Nonetheless, when the vehicle was booked into a business for diagnostics and a repair, the business offered a free of charge battery replacement as a gesture of goodwill. In terms of the poor service received from the business, there was a communication breakdown. Ms F assumed the case manager would refund a month's finance payment, but there was no call or e-mail log to confirm this.

However, the manufacturer accepted that the level of customer service fell short of their prescribed standards and they therefore offered a £100 voucher to spend at the dealership as a gesture of goodwill.

Ms F declined this offer.

Adjudication outcome

The adjudicator assessed this case in line with the New Car Code to ascertain if there was a manufacturing defect and a gap in the level of service offered to the customer.

The adjudicator was unable to uphold the customer's complaint in relation to the fault with the battery as no evidence had been submitted to confirm that it had failed due to a manufacturing defect. In fact, the adjudicator only had evidence to support the vehicle manufacturer's position, i.e. the breakdown provider's report explaining that the battery had failed due to external influences. Even if the adjudicator was able to uphold the complaint in favour of the consumer, Ms F was advised that she would have only been entitled to the remedy she had already been offered which she accepted - a repair or a replacement battery.

In terms of the customer service, the adjudicator accepted that it had fallen short of the standards expected of the vehicle manufacturer. Ms F was advised that this complaint was logged against the business and was something that TMO would continue to monitor. Ms F was equally informed that whilst the adjudicator was unable to make a financial award against poor customer service as this goes beyond The Motor Ombudsman's remit, the goodwill gesture made was reasonable in this case.

4.2 New Car Code cases (continued)

Consumer's claim

Vehicle age	1 year old
Vehicle mileage	730

Mr G purchased a new vehicle in December 2015. Shortly after the sale, Mr G's front suspension failed without warning, resulting in a loss of control and an impact with some parked cars. He also experienced a minor injury and sufficient damage to render the car a total loss. A subsequent DEKRA inspection described a heavy impact and adverse driving styles as being to blame. Mr G did not see anything in the road or any debris which could have caused the problem. He believed that the failure was due to a manufacturing defect, and was angry that his driving had been criticised, and had lost over £1,500 worth of deposit. Mr G was therefore seeking a refund of the deposit, an apology and a compensatory gesture.

Response of accredited business

The vehicle manufacturer responded to explain that they were unable to attribute the incident to a manufacturing issue as no evidence of a defect had been provided. The conclusion of the DEKRA report was that there were no indications of any component failure. As the insurer had not reported any concerns of a manufacturing nature, they were unable to accept responsibility and considered it to be a matter for Mr G's insurer.

Adjudication outcome

The adjudicator didn't uphold the complaint in favour of the consumer. He referred to the technical evidence which he felt was unclear on the cause of failure, and due to the car no longer being available, there was no way to acquire any further technical data. The adjudicator noted that Mr G accepted it was an external influence and therefore couldn't uphold the complaint. Mr G was unhappy with this, as he believed there had been a production issue with the part and that the DEKRA engineer's version of events was not credible. He therefore requested a final decision from the Ombudsman.

Ombudsman's final decision

Like the adjudicator, the Ombudsman did not support the customer's complaint. To her, the strongest evidence was the DEKRA report, as it is independent and expert evidence. This firmly concluded that the cause of the failure was a severe impact, and, although it didn't provide an explanation for how the impact occurred, there was no indication that any other cause was likely. The insurance assessor also agreed that it looked like impact damage.

The Ombudsman could understand Mr G's frustration, as his driving was being called into question and he had provided evidence to show he had a lot of experience with vehicles and driving. However, as all the technical evidence suggested that the vehicle had not failed because of the manufacturing defect, the warranty would not apply and an award could not be made to the consumer.



4.3 Vehicle Sales Code cases



Consumer's claim

Vehicle age	10 years old
Vehicle mileage	37,000

Ms H purchased a used vehicle, but had to return the car to the trader within two months due to faults relating to central locking and water ingress. Although the water ingress issue was resolved, the central locking problem remained outstanding, and a further problem was found with the ABS. The business advised Ms H that it would cost £1,370 to replace the ABS. Having lost faith in the vehicle, and with the business failing to complete the repairs, Ms H sold the car and suffered a financial loss as a result. Ms H therefore wanted the business to reimburse her for the financial loss she suffered as a result of them selling her a faulty vehicle.

Response of accredited business

The business stated that Ms H went against their advice and refused to take out an extended warranty to protect herself in this kind of situation. Upon further investigation of the issues reported by Ms H, the business learnt that the vehicle had failed not only because of the ABS, but the brake control modulator was equally at fault.

Despite not taking out the warranty as advised to the customer, the business still offered Ms H a gesture of goodwill in the form of a 25% contribution towards the cost of the repair. However, upon learning that Ms H had disposed of the vehicle, they offered her an equivalent cash refund.

Adjudication outcome

Having assessed the case in full, The Motor Ombudsman adjudicator did not feel the business had complied with the Vehicle Sales Code, whereby they are obliged to ensure goods are of satisfactory quality and that they do not diminish their legal responsibility.

The fact that the business kept referring to the lack of warranty in this case was concerning as Ms H was clearly relying on her consumer rights. Therefore, upon receiving confirmation that the ABS module and brake control modulator caused an inherent failure of the vehicle, the adjudicator ruled that this was in breach of both the Code and the Consumer Rights Act 2015.

As such, Ms H was entitled to a free and full repair. Although Ms R was no longer in possession of her vehicle, the adjudicator felt it would be fair to put her in the position she would have been in had she received the repair. Therefore, the adjudicator ruled that the business converted the full cost of the repair into a cash refund. Both parties accepted this remedy and the case was closed.

4.3 Vehicle Sales Code cases (continued)



Consumer's claim

Vehicle age	4 years old
Vehicle mileage	43,000

Mr I purchased a vehicle, and within the first 30 days of buying it, he took the car back to the dealership for a clutch judder, but no fault was found. However, nine months later, the vehicle went back into the retailer with the same symptom and the business diagnosed a fault with the clutch. Mr I was unhappy in that, had the business diagnosed the fault correctly when it went in the first time, he would have been able to return the vehicle back to the trader in order to get his money back. Mr I was therefore looking for the business to buy the car back from him instead of any repairs as he deemed the fault present when he first raised the issue with the business.

Response of accredited business

The business confirmed with supporting job cards that the vehicle first came into the business after the first 30 days of ownership, which was the contrary to what Mr I had stated. Furthermore, the business stood by their initial diagnosis of being unable to diagnose a fault on the car in the condition in which it was presented. The business explained that this was due to the fact that the symptom was intermittent, and most importantly, Mr I did not authorise the dealer to strip down the gearbox for further investigations.

It was not until nine months later when the symptoms worsened and were more consistent that Mr B returned and authorised the business to strip down the gearbox. It was only at this stage that the business was able to diagnose a fault with the flywheel. Furthermore, due to the dissatisfaction of the customer, the dealer carried out a free-of-charge repair as a gesture of goodwill.

Adjudication outcome

The adjudicator identified that Mr I did not report a fault within the first thirty days. Even if the business was able to diagnose the fault in the first visit, Mr I would not have been entitled to return the vehicle to get his money back. His short-term right to reject only existed for the first thirty days following the purchase.

Moreover, the adjudicator was satisfied that as the fault was intermittent and Mr B did not authorise the business to strip the gearbox in the initial visit, it is unlikely the business would have been able to diagnose a problem. Had the vehicle been presented in the same condition, and the same level of investigation was carried out nine months later, then Mr I could potentially have a case to answer. However, as Mr I only authorised the further investigation in the last visit, the adjudicator did not feel the dealership could have diagnosed the failure the first time round. As such, the consumer's complaint was not upheld.

4.3 Vehicle Sales Code cases (continued)

Consumer's claim

Vehicle age	6 years old
Vehicle mileage	16,200

Mr J purchased parking sensors in October 2012 from a dealership. Mr J assumed these parts were genuine vehicle manufacturer components. However, when the parking sensors failed in May 2017 (five years later), he learnt that they were not genuine, contrary to what he thought. As such, Mr J contended that as well as being faulty, the business mis-sold the parking sensors.

As a resolution, Mr J wanted the business to replace the parking sensors with genuine parts, in line with what he initially required.

Response of accredited business

Having investigated Mr J's contentions, the business confirmed that no correspondence between the two parties pointed to Mr J's intention to purchase genuine vehicle manufacturer parts. Mr J had bought a car and requested parking sensors as an optional extra, which is what the order form stated. However, no reference was made to these being from the vehicle manufacturer.

In response to the fault, the business advised that they had no history of any complaints from Mr J in relation to the parking sensors so they were clearly of satisfactory quality. However, as a gesture of goodwill, the business offered a free of charge diagnostic to determine the cause of the failure.

Adjudication outcome

In assessing the case against The Motor Ombudsman's Vehicle Sales Code, the adjudicator was not presented with any evidence confirming Mr J had ordered genuine parking sensors. Without this information, the adjudicator was not able to uphold this aspect of the complaint.

However, in relation to the satisfactory quality of the parking sensors, although the business mentioned that they have not received any complaints in relation to them, the adjudicator reminded the business that Mr J had protection for up to six years under his consumer rights. Nonetheless, no diagnostic evidence was made available to confirm that the parking sensors were indeed faulty.

Therefore, whilst the adjudicator upheld that the parking sensors should not have probably failed, it is difficult to comment any further without knowing the cause of the defect. Therefore, the adjudicator supported the free diagnostic offered by the business and the customer accepted the investigation as an initial remedy.

As the parking sensors were later found to be faulty following the diagnostic process, they were replaced by the business at no cost, thereby putting the customer back in the position he would have been in had the part not failed.



4.3 Vehicle Sales Code cases (continued)



Consumer's claim

Vehicle age	2 years old
Vehicle mileage	13,000

Miss K purchased a brand new car in April 2015. At the time of making the complaint to The Motor Ombudsman in May 2017, and after travelling about 13,000 miles, there had already been 15 warranty claims for repairs on the vehicle. These included an alarm malfunction, a faulty window seal, a defective catalytic converter, a failed door handle and an engine management light illuminating. Miss K felt that the car was unfit for purpose and not of satisfactory quality, and was therefore looking for a replacement.

Response of accredited business

The business responded to say that whilst they accepted the car had some problems, these had all been rectified under warranty and had, with the exception of one, been very minor. They had also previously offered goodwill which had been accepted. They were willing to offer £5,500 to buy back the vehicle, but were not able to do anything further.

Adjudication outcome

The Motor Ombudsman adjudicator upheld the consumer's complaint. She thought that customers would not expect a brand new car to experience so many problems, and therefore recommended a refund for the car minus a deduction for use. The selling dealership disagreed as rejection was no longer a valid solution under the Sale of Goods Act 1979 and that there were more appropriate remedies. The case was referred to the Ombudsman for a final decision.

Ombudsman's final decision

The Ombudsman agreed that the vehicle was most likely not of satisfactory quality, taking into account its age at the time of the faults, its mileage and durability. However, the Ombudsman didn't deem rejection to be the most proportionate remedy when taking into account the nature of the faults and the extent of Miss K's use of the vehicle during her ownership. As such, the Ombudsman provisionally proposed three options for a remedy: a price reduction with both parties putting forward a value they felt was fair, a like-for-like replacement vehicle, or a buyback of the vehicle valued at £6,750, taking into account the business' original offer and the approach of the law. Miss K said she was looking for a price reduction of £6,000 due to the inconvenience this situation had caused her, and the dealership said they would offer £5,000 to buy back the vehicle.

As Miss S preferred the price reduction option, the Ombudsman thought of how to calculate this fairly. She looked at a daily figure for usage during Miss K's ownership of the car, and the original price of the vehicle. Using an average from both calculations, the Ombudsman's final decision recommended a figure of £1,075 as a price reduction to reflect the faults experienced and Miss K's inconvenience. The final decision was accepted by both parties.

4.4 Vehicle Warranty Products Code

Consumer's claim

Vehicle age	6 years old
Vehicle mileage	121,000

Mr L had an issue with his vehicle juddering and sometimes shaking rigorously whilst driving. Having approached the warranty administrator, Mr L was advised to book his vehicle into an authorised repairer who diagnosed a failure of the vehicle's flywheel. As Mr L had an extended warranty for mechanical breakdown, he was not satisfied that the warranty provider refused his claim on the grounds of wear and tear. Mr L wanted a full reimbursement of the cost of the repair of the flywheel.

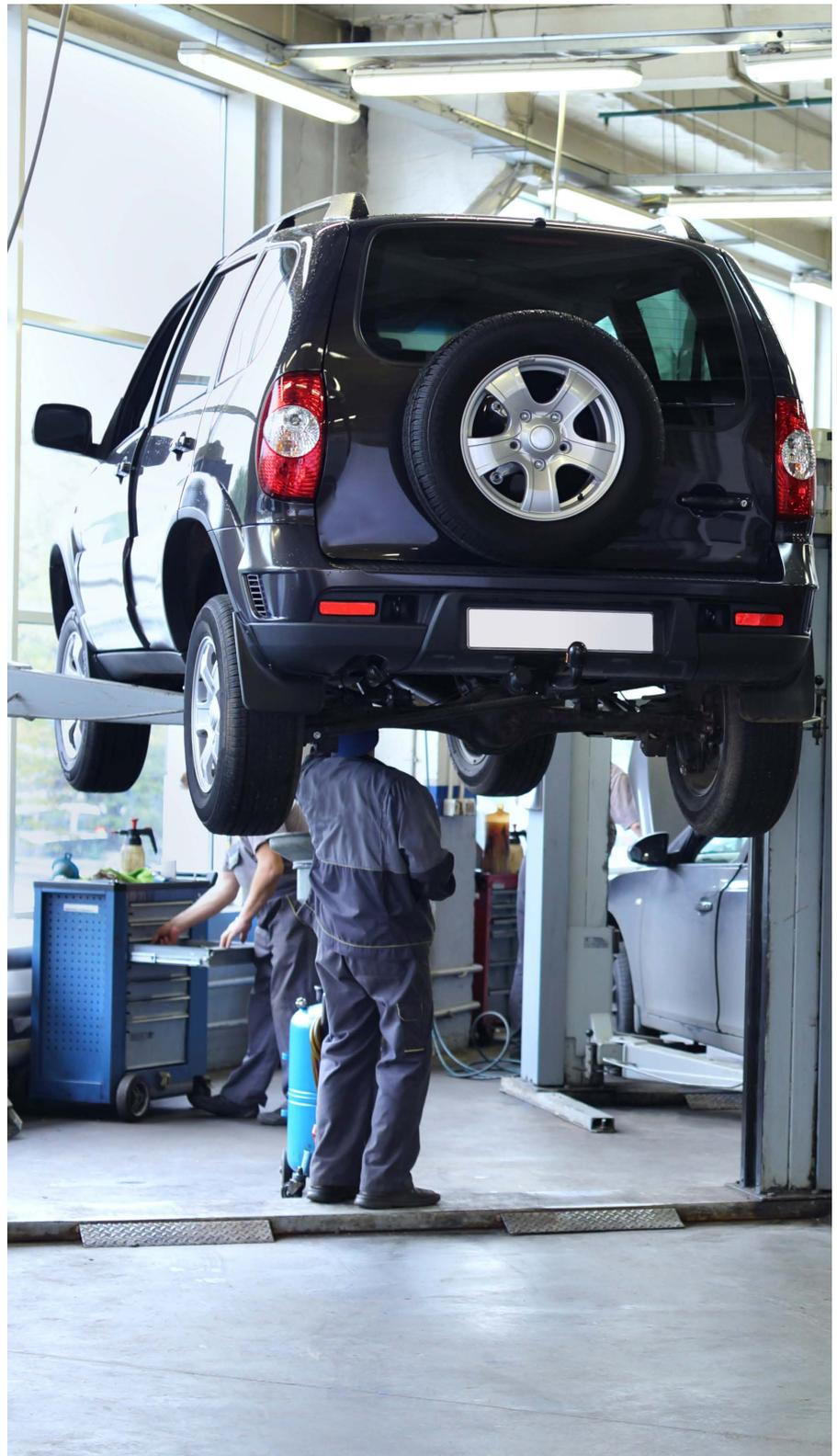
Response of accredited business

The warranty administrator confirmed that Mr L had a policy for mechanical breakdowns only. The business provided the terms and conditions of the policy to endorse this, and supplied The Motor Ombudsman with the communication log confirming the contact with the diagnosing garage, who stated that the component in question had failed due to wear. As this fell outside of the parameters of the warranty (referring TMO to the 'exclusions' under the consumer's terms and conditions), the consumer's claim was duly rejected.

Adjudication outcome

The adjudicator assessed the complaint against The Motor Ombudsman's Vehicle Warranty Products Code to ensure the business was honouring the warranty where the claim complies with the terms and conditions. The adjudicator was satisfied that the warranty administrator's literature was very clear on the business's obligations, and given that there was no evidence that the flywheel failed due to a mechanical breakdown, the adjudicator was satisfied that the business had processed the customer's claim correctly.

The Motor Ombudsman was not able to uphold Mr L's complaint, but advised him that if he submits evidence confirming that the repairing garage diagnosed the flywheel to have failed due to a mechanical breakdown, the adjudicator would review the customer's case further.



4.4 Vehicle Warranty Products Code (continued)



Consumer's claim

Vehicle age	4 years old
Vehicle mileage	56,000

Mr M took his vehicle into a dealership due to a problem with the sunroof. They inspected it and assured Mr M that the repair would be covered under the warranty. However, upon contacting the warranty administrator, he was advised this fault was not covered, as the component in question was the sunroof trim, which is excluded under the policy.

Mr M disagreed with this as the issue in question was the sunroof mechanism, and its failure would therefore be part of the warranty which covers mechanical breakdown.

Response of accredited business

The warranty administrator reiterated that Mr M's policy only relates to mechanical breakdowns. However, the diagnosing garage confirmed the fault to be with the trim, which had no relation to an electrical or mechanical failure.

In response to Mr M's dissatisfaction, the warranty provider instructed an independent assessor who confirmed that the faults related to the side trims, and pointed out the exclusion clause in the warranty policy document stating that trims are indeed not covered.

Adjudication outcome

The Motor Ombudsman adjudicator was not presented with any supporting evidence to the contrary of that which was made available to the business and the independent assessor. As warranties are a legally binding contract, the adjudicator reiterated that the terms and conditions of the warranty would apply. Without any evidence to corroborate Mr M's contentions or which was contrary to that of the business and the independent assessor, the adjudicator could not uphold the complaint in favour of the consumer.

However, if Mr M was able to supply any evidence confirming the sunroof mechanism had failed, the case could be reviewed once again by The Motor Ombudsman.

4.4 Vehicle Warranty Products Code (continued)



Consumer's claim

Vehicle age	9 years old
Vehicle mileage	51,000

Mr N's suspension dropped on his vehicle due to a faulty ride level sensor, and therefore, his car had to be recovered to a business. Mr N was unable to get through to the warranty administrator to report the problem, and did not receive a response to his calls or e-mails.

The business confirmed that the sensor was not covered by the warranty, but Mr N requested that the warranty administrator paid for the repair under his policy.

Response of accredited business

The warranty administrator confirmed that the sensor was not listed as a covered component in the warranty and referred The Motor Ombudsman adjudicator to the terms and conditions of the policy.

However, the business also accepted that they fell short of the usual standards of customer service, and subsequently offered a 50% refund of the costs incurred by Mr N to repair the sensor.

Adjudication outcome

The Motor Ombudsman adjudicator was asked to consider two aspects in this case. Firstly, the breach of the warranty contract in terms of the sensor which had failed, and secondly, the poor customer service.

In relation to the warranty claim itself, and based on the terms and conditions presented which confirmed that the sensor was not covered, the adjudicator was not able to uphold this aspect of the complaint in favour of the consumer.

However, the adjudicator did recognise that the warranty administrator had not demonstrated a high level of customer service and advised Mr N that this will be logged against the business. Although the adjudicator was not able to make any financial awards, a recommendation of goodwill was made which was accepted by Mr N in full and final settlement of the complaint.

4.4 Vehicle Warranty Products Code (continued)

Consumer's claim

Vehicle age	7 years old
Vehicle mileage	111,985

Mr O purchased a used vehicle in 2015 with 75,000 miles on the clock. At the point of sale, he also took out an extended warranty which would cover the cost of any major mechanical faults for a period of three years. The car had a full service history, which Mr O continued to maintain during his ownership. In April 2017, there was a sudden noise from the engine, and it subsequently shut down.

The car was recovered to a local garage who contacted the warranty company for the authorisation of diagnostics. The diagnosis was authorised and they discovered that the catastrophic and sudden engine failure had been caused by a faulty big end bearing, which led to the connecting rod 'banging' against the crankshaft. Mr O was told that this wasn't normal wear for a well-maintained engine, but the warranty company's assessor concluded it was wear and tear, and the claim therefore wasn't covered by the policy. Mr O instructed his own engineer who said the bearing had failed due to a localised lubrication failure, meaning that it was sudden. Mr O therefore wanted the warranty company to pay for the cost of his claim.

Response of accredited business

The warranty company said that due to the extent of the damage, they instructed an independent assessor to look at the vehicle. They concluded that the failure was caused by wear and deterioration, and therefore wasn't covered under the terms of Mr O's agreement. As the failure was not a sudden mechanical breakdown, the claim could not be authorised by the warranty administrator.

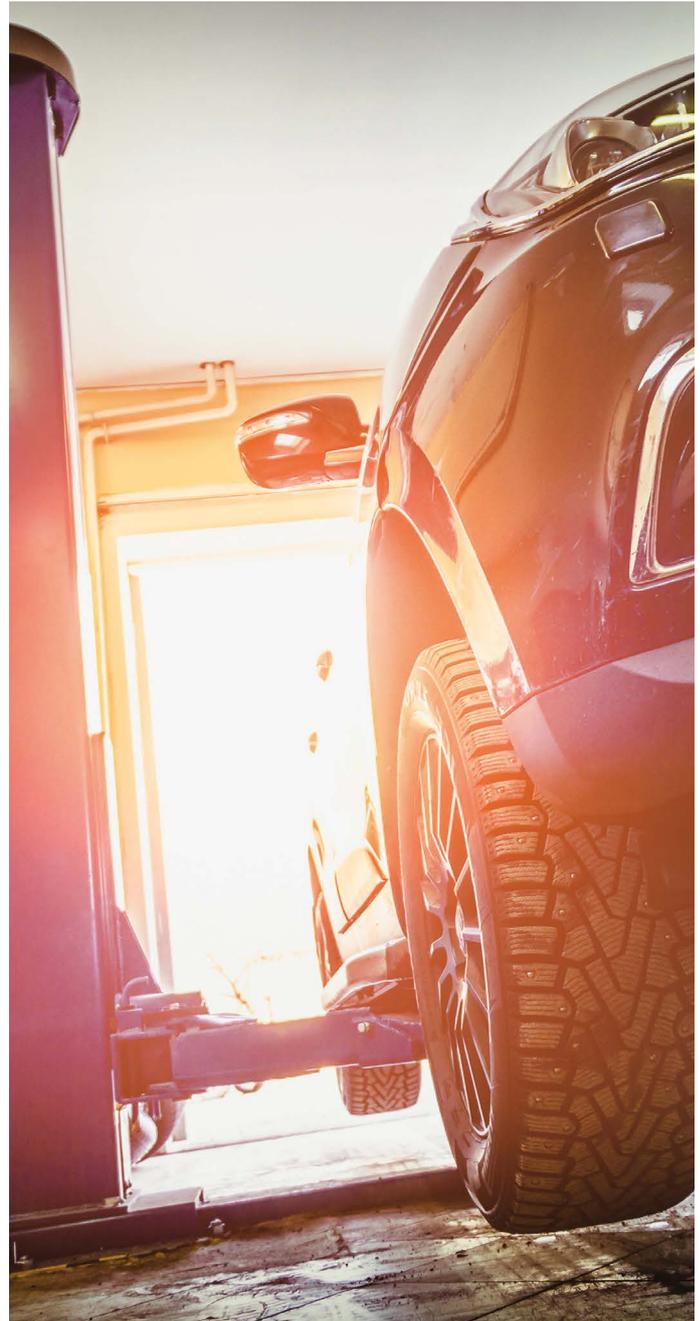
Adjudication outcome

The adjudicator upheld the complaint in favour of the consumer. The warranty company's assessor had concluded that the wear to the bearing was most likely caused by poor oil quality or a low oil level, but the vehicle also had a full service history in-line with the vehicle manufacturer's specifications, so this seemed unlikely. Additionally, no explanation had been provided for why one bearing had worn to such a large extent, but the other five bearings had not. As such, the adjudicator said the claim should be paid. The warranty company disagreed as the bearing was still worn, regardless of the cause of this, and if it was prematurely worn, this would most likely be a manufacturing defect which was also not covered.

Ombudsman's final decision

The Ombudsman's final decision supported the adjudication outcome. Whilst the bearing was worn, Mr O's assessor believed this to be due to the oil supply being interrupted – meaning it hadn't been subject to normal wear and tear and its condition would be the result of a sudden fault. As such, it was important to look at the cause of the wear. In doing so, Mr O's assessor's opinion was more credible because the vehicle had a full service history.

This however cast doubt on the warranty company's assessor and their conclusion that the bearing had failed due to poor maintenance. Additionally, a sudden failure seemed logical in explaining why only one bearing had failed and the other five were in excellent condition. The warranty company was instructed to assess the consumer's claim and to pay Mr O up to the limits of the policy for the repair. Both parties accepted the Ombudsman's decision and the case was closed.



SECTION 5: Compliance

5.1 Expulsions and penalty points

Points	Sanction description
50	Written Warning 1
60	Written Warning 2
70	Website Consumer Warning / Performance Monitored
90	Referral to the Independent Compliance Assessment Panel (ICAP)

In 2017, there was full compliance with Motor Ombudsman case outcomes, with no expulsions required. Only five organisations contested the adjudicator's findings, and in-turn, requested a final decision from the Ombudsman, with whom they subsequently agreed with.

5.2 CTSI compliance



CTSI requires that all accredited businesses display the Approved Code logo on their website. However, when analysed by The Motor Ombudsman, relatively few organisations were able to demonstrate this, which included the majority of vehicle manufacturers.

Therefore, to significantly increase the volume of subscribers showing the Approved Code logo and that of The Motor Ombudsman, an electronic Smart Badge (pictured) was developed, which allows consumers to immediately verify that businesses are signed up to The Motor Ombudsman, but they are equally able to navigate to the trader's profile page on the Garage Finder directly from the Badge.

Emphasising the importance of featuring the Smart Badge to both new and existing accredited businesses, principally through targeted marketing communications, will be an ongoing focus during 2018. A detailed record will be kept of which organisations are featuring the Approved Code logo, and which remain outstanding in order for The Motor Ombudsman to have a 'live' picture of business compliance.

5.3 Training modules to adhere to the law

The Motor Ombudsman offers a suite of CTSI-approved online training modules to ensure that businesses are operating in accordance with the requirements of key pieces of legislation, namely ADR and the Consumer Rights Act. Ahead of the introduction of the General Data Protection Regulation (GDPR) coming into force on 25 May 2018, The Motor Ombudsman is developing a third online module to help businesses operating specifically in the automotive sector to conform with the new law.

5.4 Bespoke webinars

To further aid compliance with the Codes of Practice and legislation beyond the online training modules, The Motor Ombudsman delivered the first two of the four planned quarterly webinars to the nationwide Ford dealer network on the subjects of the role of The Motor Ombudsman and how to handle complaints effectively to maximise business performance. The remaining webinars will be provided to Ford in 2018, and The Motor Ombudsman will also be looking at rolling out the educational and interactive sessions to a greater number of vehicle manufacturers and garage groups.

Furthermore, a webinar on the requirements of the GDPR, which will be accessible to all organisations signed up to a Code of Practice, will be delivered in partnership with Radius Law ahead of its introduction.

SECTION 6: ICAP member comments

As in previous years, and in accordance with its remit, the ICAP Panel, on 19 June 2018, has reviewed Code operation including the examination of a selection of cases with associated commentary from adjudicators to satisfy its terms of reference.



Service and Repair

- The panel noted that as in previous years, over half of issues involved the quality of the work carried out, and was pleased to see that despite the reduction in early resolutions, the number of final decisions and escalation rate were similar to 2017.
- One pleasing statistic was that of Garage Finder searches which had more than doubled over the previous year.



Vehicle Warranties

- The panel noted that nearly half of issues related to point of sale material, and although early resolutions, adjudications, final decisions and escalation rates were similar to 2016, the number of contacts had increased significantly.



New Cars

- The panel noted The Motor Ombudsman's intention to review this Code to accommodate the increase in alternative propulsion modes.
- From a Code operation perspective, figures were similar to previous years, and interestingly, a third of issues were around advertising, whilst **43%** related to the vehicle's warranty.



Vehicle Sales

- The Vehicle Sales Code accounts for a significant proportion of The Motor Ombudsman's work with nearly 17,000 contacts, 65% of which relate unsurprisingly to vehicle quality.
- Adjudications and final decisions were also considerably up on the previous year with the former at nearly 1,000. It was noted that the increase in contacts could relate to Code awareness rather than an increase in vehicle purchase issues.
- Going forward, the number of Vehicle Sales Code contacts could stabilise as the Code establishes itself both with dealers and consumers alike.