

The Motor Industry Code of Practice for New Cars



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The Motor Industry Code of Practice for New Cars

Issued by The Motor Ombudsman
1st June 2025

The Motor Ombudsman

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



Another box ticked.

The Motor Ombudsman (TMO) provides an independent and impartial service to assist Consumers and Businesses that are accredited to TMO, to resolve automotive related disputes and raise standards of service across the sector through its comprehensive Motor Industry Codes of Practice.

The Codes, which are approved by the Chartered Trading Standards Institute, enable The Motor Ombudsman to investigate and adjudicate on:

- The sale of new cars by manufacturers (via the New Car Code);
- The sale of new and used cars by garages and dealers (via the Vehicle Sales Code);
- Service and repair issues (via the Service and Repair Code); and
- The sale of Vehicle warranty products (via the Vehicle Warranty Products Code)

The Motor Ombudsman service is free of charge to Consumers. From the point that the Consumer notifies the Accredited Business of their complaint, the Accredited Business has up to eight weeks to respond to the complaint, unless they provide a “Final Response” allowing the Consumer to submit their complaint to TMO sooner. Once TMO has received the Consumer’s complaint it will gather information from both parties and reach a resolution, taking into account the Codes and any relevant legislation, as well as the evidence provided.

This document sets out The Motor Industry Code of Practice for New Cars (the “Code”), which confirms commitments made by businesses accredited to the Code, and their obligations to you as their Consumer.

Accredited Businesses are obligated to accept this Code in its entirety and ensure that their staff are aware of their responsibilities under this Code, as well as their statutory, legal, and trading liabilities including, but not limited to, those listed on **www.TheMotorOmbudsman.org/Legislation**

Accredited Businesses must inform you about their accreditation to this Code and make you aware of The Motor Ombudsman.

If you feel dissatisfied with an Accredited Business’s handling of any item covered under this Code and you are unable to reach a resolution, you can contact The Motor Ombudsman. For more

information, please see the “Guidance on Handling Complaints” section in the Appendix.

The principles set out in this Code are not intended to interpret, qualify, or supplement the law. The New Car Code covers transactions over any medium, including on-premises contracts, off-premises contracts, and distance contracts. It only covers transactions that take place in the United Kingdom.

A Consumer information leaflet to accompany the New Car Code (the “Consumer Guide”) is available from Accredited Businesses or to download from: **www.TheMotorOmbudsman.org**

The New Car Code has been developed by The Motor Ombudsman in conjunction with the motor industry to provide a self-regulatory regime through which Accredited Businesses can demonstrate their intention to operate responsibly. Accredited Businesses, through their accreditation to the New Car Code, will have in place an accessible and effective dispute resolution service that you can readily access in the event of a complaint.

You also have a responsibility to work with Accredited Businesses and to familiarise yourself with your Vehicle’s owner manual. You should also familiarise yourself with any documents provided by the Accredited Business and adhere to any obligations set by them, such as servicing and maintaining your Vehicle in accordance with the Manufacturer’s guidelines. This Code includes other useful tips and guidance throughout.



Definitions

Accredited Business

Any business that is accredited to this Code. Any references to 'they', 'them' or 'their' shall be taken to be references to the Accredited Business unless the context requires otherwise.

Alternatively Fuelled Vehicle

Any Vehicle that runs without a traditional petrol or diesel combustion engine. This includes, but is not limited to, electric, hybrid, or gas Vehicles.

Connected Features

Any technology or functionality that enables the Vehicle to communicate with external systems, networks, or devices.

Consumer

The person who paid for a product or services from the Accredited Business who may be the Registered Keeper and/or end user of the Vehicle and includes Vulnerable Consumers. Any references to 'you' or 'your' in this Code is addressed to the Consumer.

Driver Assistance System

Any tool, system, or feature that is designed to assist you in a certain activity, for example automatic braking systems (ABS). These are not intended to replace you, the driver, and you must remain in control of the Vehicle and are responsible for it at all times.

Goods

Any merchandise, products, souvenirs or other purchases not inclusive of the Vehicle itself.

Legal Owner

The person or entity that has legal ownership of the Vehicle.

Manufacturer

The business that produced the Vehicle and/or its official importers.

New Vehicle

A Vehicle that has had no previous Legal Owners.

On the Road Price

The total price of getting your New Vehicle, dependent on specification, on the road inclusive of all taxes, associated fees, and discounts.

Onward Travel

Any product that offers to keep you mobile or facilitate your journey.

Pre-registered Vehicle

A New Vehicle that has been registered by the Accredited Business prior to being offered for sale.

Roadside Assistance

Any product that provides support in the event of a breakdown or emergency with the Vehicle while on the road.

Routine Service

Scheduled maintenance for the Vehicle according to the Manufacturer's recommendations and guidelines.

Self-driving Features

Features that can, in specific situations and circumstances, allow you to let the Vehicle take control, although you must remain alert for when to resume control. These features may also be referred to as automated.

Service Plan

An agreement to cover Routine Services.

Supply of Service

Any supplementary features which are in addition to the Vehicle itself and not inclusive of the contract for the supply of the Vehicle.

Used Vehicle

Any Vehicle that has had prior owners that is not a Pre-registered Vehicle.

Vehicle

Any means of transportation for the movement of people or Goods on roads. This includes, but is not limited to, passenger cars, motorcycles, scooters, mopeds, and vans (up to a maximum gross weight of six tonnes). Under this Code, Vehicles can be used for both personal and business purposes.

Vulnerable Consumer

Any Consumer whose circumstances put them at risk of making an incorrect or inappropriate decision, or of receiving inferior Goods or services.

What This Commitment Means to You

The term “what this commitment means to you” refers to commitments made to the Consumer by the Accredited Business in accordance with the New Car Code.



Advertising

What This Commitment Means to You

- 1.1** Any advertisements, promotions, or any other publications or communications, whether in writing or otherwise, will not contain any content which is likely to mislead you or be misunderstood.
- 1.2** Any advertisements, promotions, and other publications or communications will comply with the requirements of applicable legislation along with this Code, regulations and rulings of relevant organisations or associations.
- 1.3** Any comparison made within the Accredited Business's advertisements between their Vehicle models and those offered by other Vehicle Manufacturers will not confuse or mislead you. Their advertisements will objectively compare models based upon relevant and verifiable features, including the purchase price.
- 1.4** Where the Accredited Business's advertisements quote the price of one model in the range but depict another, the actual price of the depicted model will be clearly shown.
- 1.5** Any prices quoted will be the On the Road Price of the Vehicle.
- 1.6** Where an Accredited Business provides a platform for the sale of Vehicles, they will ensure that they provide sufficient information so that you can make an informed decision to purchase. For example, advertisements should contain relevant information about the Vehicle's history and the Accredited Business should disclose any applicable administration fees.
- 1.7** You will receive a physical or digital copy of the Vehicle's owner manual, warranty terms and conditions, and service book on delivery of your New Vehicle, and further copies will be available on request for a reasonable period of time.
- 1.8** Any documentation supplied by the Accredited Business will be written in plain language.



Driver Assistance Systems and Self-driving Features 7

What This Commitment Means to You

- 2.1** The Accredited Business will provide clear information on the features of your Vehicle, including any Driver Assistance Systems and, if applicable, any Self-driving Features. Any descriptions provided will not be misleading or be capable of being misunderstood.
- 2.2** The Accredited Business will provide you with clear information and guidance in plain language on how to use any Driver Assistance Systems and/or Self-driving Features, making sure you understand the difference between a Driver Assistance System and a Self-driving Feature, particularly your responsibilities as the driver.
- 2.3** The Accredited Business will clearly set out the circumstances in which a Self-driving Feature can function and its limitations.
- 2.4** Where your Vehicle is manufactured with Self-driving Features, the Accredited Business will take reasonable steps to ensure that you understand your responsibilities as the driver, including providing their sales staff and/or dealerships with clear information and guidance on how to sell a Vehicle with Self-driving Features. This could include, but is not limited to, in-Vehicle guidance or training modules, tutorials, demonstrations, online information, and formal practical training.
- 2.5** The Accredited Business will ensure that all Consumers, including Vulnerable Consumers, can access information in plain language about Driver Assistance Systems and Self-driving Features.



Base Vehicle Warranties

What This Commitment Means to You

- 3.1** The base warranty is intended to rectify manufacturing defects with the Vehicle for the parts listed as included or excluded. If your Vehicle suffers a fault within the warranty period, but the cause is due to wear and tear or any other external influence, the Accredited Business may not be under an obligation to cover the cost of repairs.
- 3.2** The Accredited Business will ensure that you are provided with the terms of the base warranty on delivery of your New Vehicle or Pre-registered Vehicle, including the duration of the warranty (and any free extensions to this), any exclusions, and the claims process you must follow.
- 3.3** Where you are buying a Used Vehicle still within the Manufacturer's base warranty period, the Accredited Business will be responsible for ensuring any remaining warranty cover is transferred to you, so you receive the benefit of this.
- 3.4** The Accredited Business will provide terms and conditions for their base warranty that are clear, written in plain language, and presented in reasonably sized print. These terms must state which items are specifically included or excluded from its scope, any mileage limits, the geographical coverage of the base warranty, the claims process and contact information, who is eligible to benefit from the cover, and your obligations to maintain warranty coverage.
- 3.5** The Accredited Business will provide a fair, effective, and accessible process for assessing warranty claims. This includes assessing your claim as quickly as possible and taking reasonable steps to keep you updated on the status of your claim.
- 3.6** In the event of a disputed claim, the business will provide its reasons for rejecting the claim, including any technical opinions, which you may request in writing within 30 days of notification of the rejection. The business will provide its written response within 14 days of the request.
- 3.7** Where repair work is to be carried out under the terms of the warranty, it can be carried out by any Manufacturer-approved dealership within the geographical scope of the warranty. You may invalidate your warranty or be unable to recover any repair costs if you have your Vehicle repaired by a repairer who is outside the Manufacturer's network.
- 3.8** The Accredited Business is not obligated to provide you with a courtesy Vehicle or contribute towards the costs of alternative transport. However, if a courtesy Vehicle is provided, it must be a reasonable alternative to yours, though it does not have to be an exact replacement.
- 3.9** If you fail to have your Vehicle serviced in accordance with the Manufacturer's servicing schedule or modify the Vehicle, any failures connected to Vehicle servicing or modifications may not be covered under the warranty. However, warranty cover will continue for any claims unconnected to servicing or modifications, subject to the terms and conditions of the warranty.
- 3.10** The Accredited Business will ensure repair work is completed within a reasonable time.
- 3.11** Where repair work is carried out under the terms of the warranty, the Accredited Business will take responsibility for rectifying any issues caused by poor workmanship or the use of poor-quality parts during the repair.
- 3.12** Where an Accredited Business extends the base warranty on a Vehicle and/or specific component(s), the matter is deemed to be covered by this Code and subject to the same provisions as the original base warranty.

What This Commitment Means to You

- 4.1** The paint warranty is intended to rectify manufacturing defects with the application of the paint to the original panels of the Vehicle. If your Vehicle suffers a paint defect within the warranty period, but the cause is due to wear and tear or any other external influence, the Accredited Business may not be under an obligation to cover the cost of repairs.
- 4.2** The Accredited Business will ensure that you are provided with the terms of the paint warranty on delivery of your New Vehicle or Pre-registered Vehicle, including the duration of the warranty (and any free extensions to this), any exclusions, and the claims process you must follow.
- 4.3** Where you are buying a Used Vehicle still within the Manufacturer's paint warranty period, the Accredited Business will be responsible for ensuring any remaining warranty cover is transferred to you, so you receive the benefit of this.
- 4.4** The Accredited Business will provide terms and conditions for their paint warranty that are clear, written in plain language, and presented in reasonably sized print. These terms must state which items are specifically included or excluded from its scope, any mileage limits, the geographical coverage of the warranty, the claims process and contact information, who is eligible to benefit from the cover, and your obligations to maintain warranty coverage.
- 4.5** The Accredited Business will provide a fair, effective, and accessible process for assessing warranty claims. This includes assessing your claim as quickly as possible and taking reasonable steps to keep you updated on the status of your claim.
- 4.6** In the event of a disputed claim, the Accredited Business will provide its reasons for rejecting the claim, including any technical opinions, which you may request in writing within 30 days of notification of the rejection. The Accredited Business will provide its written response within 14 days of the request.
- 4.7** Where repair work is to be carried out under the terms of the paint warranty, it can be carried out by any Manufacturer-approved dealership within the geographical scope of the warranty. You may invalidate your paint warranty or be unable to recover any repair costs if you have your Vehicle repaired by a repairer who is outside the Manufacturer's network.
- 4.8** The Accredited Business is not obligated to provide you with a courtesy Vehicle or contribute towards the costs of alternative transport. However, if a courtesy Vehicle is provided, it must be a reasonable alternative to yours, though it does not have to be an exact replacement.
- 4.9** If you fail to adhere to the paint care recommendations provided by the Manufacturer, the Accredited Business may decline any warranty claim related to a failure to follow those recommendations. However, warranty cover will continue for any claims unconnected to failing to adhere to the recommendations, subject to the terms and conditions of the warranty.
- 4.10** The Accredited Business will ensure repair work is completed within a reasonable time.
- 4.11** Where repair work is carried out under the terms of the paint warranty, the Accredited Business will take responsibility for rectifying any issues caused by poor workmanship or the use of poor-quality parts during the repair.
- 4.12** Where an Accredited Business extends the paint warranty on a Vehicle and/or specific component(s), the matter is deemed to be covered by this Code and subject to the same provisions as the original paint warranty.

Perforation Warranties

What This Commitment Means to You

- 5.1** The perforation warranty is intended to rectify corrosion that is coming from inside the metal panel towards the outside of the panel. If your Vehicle suffers from perforation within the warranty period, but the cause is due to wear and tear, paint defects, or any other external influence, the Accredited Business may not be under an obligation to cover the cost of repairs.
- 5.2** The Accredited Business will ensure that you are provided with the terms of the perforation warranty on delivery of your New Vehicle or Pre-registered Vehicle, including the duration of the warranty (and any free extensions to this), any exclusions, and the claims process you must follow.
- 5.3** Where you are buying a Used Vehicle still within the Manufacturer's perforation warranty period, the Accredited Business will be responsible for ensuring any remaining warranty cover is transferred to you, so you receive the benefit of this.
- 5.4** The Accredited Business will provide terms and conditions for their perforation warranty that are clear, written in plain language, and presented in reasonably sized print. These terms must state which items are specifically included or excluded from its scope, any mileage limits, the geographical coverage of the warranty, the claims process and contact information, who is eligible to benefit from the cover, and your obligations to maintain warranty coverage.
- 5.5** The Accredited Business will provide a fair, effective, and accessible process for assessing warranty claims. This includes assessing your claim as quickly as possible and taking reasonable steps to keep you updated on the status of your claim.
- 5.6** In the event of a disputed claim, the Accredited Business will provide its reasons for rejecting the claim, including any technical opinions, which you may request in writing within 30 days of notification of the rejection. The Accredited Business will provide its written response within 14 days of the request.
- 5.7** Where repair work is to be carried out under the terms of the perforation warranty, it can be carried out by any Manufacturer-approved dealership/bodyshop within the geographical scope of the warranty. You may invalidate your perforation warranty or be unable to recover any repair costs if you have your Vehicle repaired by a repairer who is outside the Manufacturer's network.
- 5.8** The Accredited Business is not obligated to provide you with a courtesy Vehicle or contribute towards the costs of alternative transport. However, if a courtesy Vehicle is provided, it must be a reasonable alternative to yours, though it does not have to be an exact replacement.
- 5.9** If you fail to adhere to any of the requirements provided by the Manufacturer, such as having your vehicle's bodywork inspected annually for perforation, the Accredited Business may decline any warranty claim related to a failure to follow those recommendations. However, warranty cover will continue for any claims unconnected to failing to adhere to the recommendations, subject to the terms and conditions of the warranty.
- 5.10** The Accredited Business will ensure repair work is completed within a reasonable time.
- 5.11** Where repair work is carried out under the terms of the perforation warranty, the Accredited Business will take responsibility for rectifying any issues caused by poor workmanship or the use of poor-quality parts during the repair.
- 5.12** Where an Accredited Business extends the perforation warranty on a Vehicle and/or specific component(s), the matter is deemed to be covered by this Code and subject to the same provisions as the original perforation warranty.

What This Commitment Means to You

- 6.1** Accredited Businesses will ensure that any parts, accessories, or Goods are advertised in a way that will not mislead you or be capable of being misunderstood.
- 6.2** If an Accredited Business offers any promotions of parts, accessories, or Goods, the terms of the promotion, particularly any restrictions, will be clearly stated.
- 6.3** The Accredited Business will provide you with sufficient information so that you can make an informed decision to purchase, for example, whether an accessory will be compatible with your Vehicle.
- 6.4** If an Accredited Business directly supplies you with parts, accessories, or Goods, they will ensure that these are of satisfactory quality, fit for purpose, and as described.
- 6.5** If an Accredited Business directly supplies you with parts, accessories, or Goods, they will provide you with information about any applicable cancellation rights and/or right to a refund.
- 6.6** Where ordered directly by you, the Accredited Business will deliver your parts, accessories, or Goods within a reasonable period of time, and no more than 30 days after you make your purchase. If delivery will take longer, the Accredited Business will inform you of this and give you the right to withdraw from the purchase.
- 6.7** Spare parts will be made available from the time a new model is launched, throughout its production, and for a reasonable period thereafter. A reasonable period is ordinarily set as 10 years from the end of the production date for standard product lines for UK models.



Connected Features and Ongoing Supply of Services

What This Commitment Means to You

- 7.1** The Accredited Business will provide clear information on the Connected Features of your Vehicle, including any ongoing subscription costs and the terms of the Supply of Service. Any descriptions provided will not be misleading or capable of being misunderstood.
- 7.2** The Accredited Business will provide you with information about any applicable cancellation rights and/or right to a refund.
- 7.3** The Accredited Business will clearly set out the circumstances in which Connected Features can function and their limitations.
- 7.4** Where an Accredited Business directly supplies you with Connected Features or Supply of Service on subscription, they will ensure that they are of satisfactory quality, fit for purpose, and as described.



What This Commitment Means to You

- 8.1** Where selling directly, the Accredited Business will ensure you are provided with appropriate information about Roadside Assistance, including but not limited to the price, key terms, the geographical scope of the policy, any claims limit or excesses, the limits of the recovery provided, and any exclusions.
- 8.2** Where selling directly, the Accredited Business will provide clear information about any optional additions to Roadside Assistance, including that these additions are not compulsory, the impact they will have on the price paid, and key details about the cover provided.
- 8.3** Where selling Roadside Assistance directly, the Accredited Business will not use high-pressure selling techniques.
- 8.4** Where Roadside Assistance is sold by another retailer other than the Accredited Business or offered free of charge, the Accredited Business will take reasonable steps to ensure the retailer provides appropriate information about Roadside Assistance, including but not limited to the price, key terms, the amount and type of services provided, where you can redeem the services, and any additional service items that are included or excluded.
- 8.5** When you purchase Roadside Assistance, the Accredited Business will issue documentation confirming key information immediately via electronic means or within 3 working days if by hard copy.
- 8.6** The Accredited Business will provide you with a 14-day cancellation period during which you can cancel the Roadside Assistance agreement and receive a full refund, unless you have already made a claim under the policy. In such cases, the Accredited Business reserves the right to either provide a partial refund or no refund at all.
- 8.7** Outside of the 14-day cancellation period, the Accredited Business has the discretion to allow cancellation of the Roadside Assistance and determine the type of refund that will be provided. However, the Accredited Business must ensure that any amount retained by them does not unfairly penalise you and is only sufficient to cover any potential losses caused by your cancellation.
- 8.8** Where Roadside Assistance is sold by another retailer other than the Accredited Business, and you believe it has been mis-sold, the Accredited Business will work with the retailer to investigate and provide a response to your complaint.
- 8.9** Where the Accredited Business sub-contracts the recovery of your Vehicle under the Roadside Assistance to a third party, the Accredited Business will remain liable for the actions or inactions of that third party.
- 8.10** The Accredited Business will clearly set out their policy on the reimbursement of expenses under the Roadside Assistance in the event of a breakdown.
- 8.11** The Accredited Business will inform you of any obligations you have to fulfil in order to remain covered under the Roadside Assistance.
- 8.12** The Accredited Business will specify whether the Roadside Assistance requires your Vehicle to be recovered to a repairer within their network or to a repairer of your choice. They will also clarify whether Onward Travel is allowed and the geographical limits of recovery, such as whether they will recover you from your home.
- 8.13** The Accredited Business will aim to promptly attend to your Vehicle and will keep you updated on the estimated arrival time of their recovery agent when you use your Roadside Assistance. They will prioritise the recovery of your Vehicle if you are in a particularly dangerous situation or if you are a Vulnerable Consumer.

Roadside Assistance (cont.)

8.14 If the Accredited Business attempts roadside repair or repairs to your Vehicle during the recovery process, they will be liable for the diagnosis and the quality of the repairs to the Vehicle. However, the Accredited Business will not be held liable for any diagnosis or repairs carried out by the repairer to which your Vehicle is towed. If you experience issues with the repairer, you should raise a complaint directly with them.

8.15 If a diagnosis is provided at the roadside as part of the Roadside Assistance, you should

understand that the Accredited Business cannot provide a definitive diagnosis. If you are informed that your Vehicle requires further investigation or repairs, it is your responsibility to ensure this is carried out.

8.16 The Accredited Business will ensure that your Vehicle is not damaged during the recovery process. They will complete documented damage checks to record the condition of the Vehicle when they take control and when they hand it over.



What This Commitment Means to You

- 9.1** Where selling directly, the Accredited Business will ensure you are provided with appropriate information about the Service Plan, including but not limited to the price, key terms, the amount and type of services provided, where you are able to redeem the Service Plan, your cancellation rights and any additional service items that are included or excluded.
- 9.2** Where selling directly, the Accredited Business will ensure that any claims made about the Service Plan's savings compared to purchasing each service individually can be verified.
- 9.3** Where selling directly, the Accredited Business will ensure the product offered is suitable for your needs.
- 9.4** Where selling directly, the Accredited Business will not use high-pressure selling techniques.
- 9.5** When you purchase a Service Plan, the Accredited Business will issue documentation confirming key information immediately via electronic means or within three working days if by hard copy.
- 9.6** Where the Accredited Business is also the administrator of the plan, they will provide you with a 14-day cancellation period during which you can cancel the Service Plan and receive a full refund, unless you have already claimed a service under the Service Plan. In such cases, the Accredited Business reserves the right to either provide a partial refund or no refund at all.
- 9.7** Where the Accredited Business is also the administrator of the plan, outside of the 14-day cancellation period, the Accredited Business has the discretion to allow cancellation of the Service Plan and determine the type of refund that will be provided. However, the Accredited Business must ensure that any amount retained by them does not unfairly penalise you and is only sufficient to cover any potential losses caused by your cancellation.
- 9.8** Where the Accredited Business is also the administrator of the plan, they will administer your plan in line with the terms and conditions, ensuring that you can claim each service effectively and promptly and that you receive the full benefit of the product. If an Accredited Business is selling Service Plans that are administered by a separate business, they will make this clear to you and will assist you with any issues around the administration of the plan.
- 9.9** Where the Service Plan is sold by another retailer other than the Accredited Business or provided free of charge, the Accredited Business will take reasonable steps to ensure the retailer provides appropriate information about the Service Plan, including but not limited to the price, key terms, the amount and type of services provided, where you can redeem the Service Plan, and any additional service items that are included or excluded.
- 9.10** Where the Service Plan is sold by another retailer other than the Accredited Business, and you believe it has been mis-sold, the Accredited Business will work with the retailer to investigate and provide a response to your complaint.



Customer Service and Complaints

What This Commitment Means to You

- 10.1** The Accredited Business will ensure that they always treat you professionally and fairly, delivering a high standard of customer service.
- 10.2** The Accredited Business will attend to the needs of Vulnerable Consumers, making reasonable adaptations to its processes where necessary, and providing additional support and assistance as required.
- 10.3** The Accredited Business will prominently display The Motor Ombudsman's logo and clearly inform you of their accreditation to this Code.
- 10.4** The Accredited Business will have in place an accessible complaint handling arrangement suitable for all Consumers, including Vulnerable Consumers.
- 10.5** The Accredited Business will provide details of their complaints procedure on request.
- 10.6** The Accredited Business will respond promptly to any complaint made by you and will provide their final response within eight weeks. If more time is needed, the Accredited Business will inform you of the reason(s) and keep you updated.
- 10.7** The Accredited Business will provide you with a final response that will contain information on how to refer your complaint to The Motor Ombudsman in the event that you remain unhappy.
- 10.8** The Accredited Business will give every assistance to The Motor Ombudsman whilst they are investigating a complaint so a conclusion can be reached.
- 10.9** The Accredited Business will co-operate with any consumer advisor, intermediary, or third party that you choose to consult, in an effort to resolve your complaint, so long as you provide the appropriate authorisation when required.
- 10.10** If you have raised a complaint, the Accredited Business will retain all relevant files that involve you and your Vehicle, for example CCTV and phone calls, until the complaint has been resolved. In the event that the Accredited Business is unable to provide this to The Motor Ombudsman, if requested, the Accredited Business will provide a reasonable explanation.



Guidance on Handling Complaints

Initial Complaint

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

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

In the event that a complaint remains unresolved by the Accredited Business then it shall make clear to the Consumer their right to refer the complaint to The Motor Ombudsman.

The Motor Ombudsman

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

Adjudication

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

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

Final Decision

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

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

Further Information

Complaints should be referred to The Motor Ombudsman within one year of the complaint being made to the Accredited Business or from the date of the final response letter, whichever is the later.

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

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

How to contact us

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

Accredited Businesses should ensure that they advise Consumers of their right to refer the complaint.

Consumers can find more information, including answers to our frequently asked questions at:

www.TheMotorOmbudsman.org

Or write to: The Motor Ombudsman,
71 Great Peter Street, London SW1P 2BN
Information Line: 0345 241 3008

Appendix (cont.)

Complaints Escalation Process

The process diagram is intended to act as a visual aid to assist your understanding of the complaints escalation process that will be followed for any complaints made to or regarding an Accredited Business under the New Car Code. All references to 'TMO' are to: 'The Motor Ombudsman.'

Disciplinary Action

The Independent Compliance Assessment Panel (ICAP) is an independent panel which monitors the operation of the New Car Code and Accredited Business compliance with the New Car Code.

ICAP will also meet to review cases of persistent or serious breaches of the New Car Code by Accredited Businesses.

ICAP is independent of the sector and its authority over Accredited Businesses reflects the serious nature with which The Motor Ombudsman views non-compliance. It is the responsibility of The Motor Ombudsman to acknowledge when an Accredited Business has breached the New Car Code in a manner that requires more than adjudication and make a referral to ICAP.

Other Codes of Practice

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

The Chartered Trading Standards Institute Approved Code Scheme (ACS)

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

ADR Certified

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

Customer Satisfaction Survey

The customer satisfaction survey is used to monitor Accredited Business performance under the New Car Code. The results of the survey will be published in The Motor Ombudsman Annual Report.

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

Data

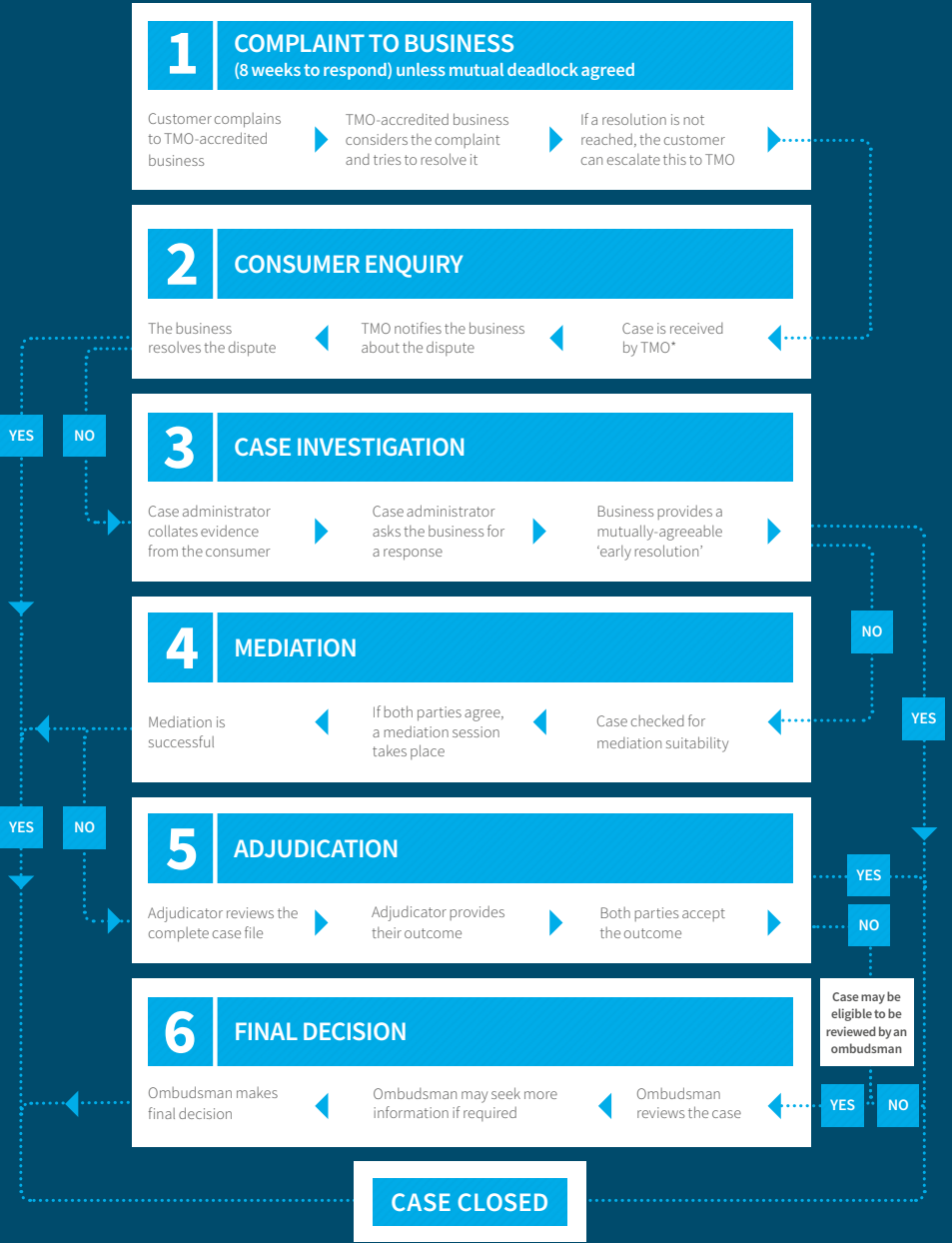
For the purpose of monitoring and resolving complaints, and monitoring compliance with the New Car Code as well as assessing Consumer satisfaction, Accredited Businesses may pass personal data to The Motor Ombudsman who may analyse that data and publish findings based on it.

Accredited Businesses and The Motor Ombudsman will always process personal data in accordance with data protection legislation and regulations as applicable from time to time in the United Kingdom.

Further Information

Useful information regarding other bodies and organisations who may be of interest to you in the resolution of your complaint can be found at: www.TheMotorOmbudsman.org/Relevant-Web-Links

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.



*If not within remit, another organisation may be suggested for assistance.

Contact us

The Motor Ombudsman telephone:

0345 241 3008

The Motor Ombudsman website:

www.TheMotorOmbudsman.org

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