# The Motor Industry Code of Practice for Service and Repair







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The Motor Industry Code of Practice for Service and Repair

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.

## Introduction

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 this 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 Service and Repair (the "Service and Repair Code"), which confirms commitments made by garages, dealers and businesses which are accredited by The Motor Ombudsman to the Service and Repair Code regarding their obligations in the provision of service and repair Work to Consumers.

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

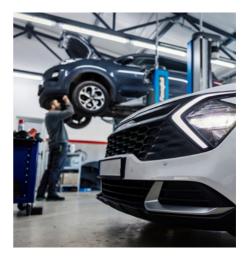
Accredited Businesses must inform Consumers of the Service and Repair Code and direct them to their complaints process. If you feel dissatisfied with an Accredited Business's handling of any item covered under this Code and you are unable to reach a resolution, you can contact The Motor Ombudsman. For more information, please see the "Guidance on Handling Complaints" section in the Appendix.

The principles set out in the Service and Repair Code are not intended to interpret, qualify, or supplement the law, and are intended to be applied to business to Consumer contracts only.

The Service and Repair Code covers Vehicle services and repairs which take place in the United Kingdom only.

A Consumer information leaflet to accompany the Service and Repair Code (the "Consumer Guide") is available from Accredited Businesses or to download from: **www.TheMotorOmbudsman.org** 

The Service and Repair 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 Service and Repair Code, will have in place an accessible and effective dispute resolution service that you can readily access in the event of a complaint.



## 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.

### **Bodywork Repairs**

Any repair to the body panels or wheels of the Vehicle, rather than an electrical or mechanical repair. Any reference to 'repair' in this Code is taken to include Bodywork Repairs.

### Competent

Proficiency in the required skills and abilities of one's assigned role.

### 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.

#### **Diagnostic or Exploratory Work**

Any Work that is carried out to determine the cause of a problem.

### Estimate

An approximate cost for the Work required, which may be subject to change.

### **Extended Warranty**

Any warranty, excluding the New Vehicle Warranty, that has either been provided free-of-charge or has been bought by you directly.

### **Guarantee or Warranty**

A commitment made by the Accredited Business ensuring that problem(s) with their Work or failure of parts they provide will be rectified within a defined period of time at no additional cost to you.

### Invoice

A document, provided at the point of payment, showing costs against each item, the Work agreed, the parts used (with product codes/numbers), the labour charges, any applicable environmental disposal charges, and VAT as applicable.

#### **New Vehicle Warranty**

Any warranty offered for free by the manufacturer commencing from the date of first registration, which will cover the repair of any manufacturing defects that arise within the warranty period.

### Quotation

A statement describing the anticipated Work required, the cost for which the anticipated Work can be completed, and the terms of business covering any Work.

#### **Service Plan**

An agreement to cover routine services.

#### **Subcontracted Work**

All situations where the Accredited Business has hired a separate organisation to complete the Work on their behalf.

### 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 must be owned by a Consumer and mainly be used for personal use.

### **Vulnerable Consumer**

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

#### **Warranty Provider**

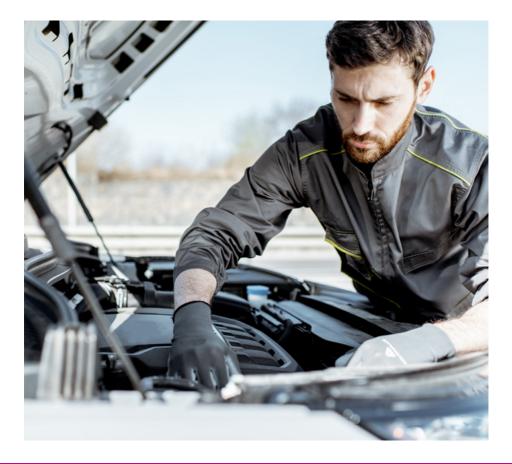
The administrator of either a New Vehicle Warranty or an Extended Warranty.

#### Work

Any repair, service, or other actions for which the Accredited Business shall Invoice for payment.

#### 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 Service and Repair 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 the Codes, regulations and rulings of relevant organisations or associations.
- **1.3** Any price quoted will be inclusive of VAT where applicable, and cover any additional charges such as environmental disposal costs.
- 1.4 The words 'Guarantee' or 'Warranty' within any Accredited Business advertisements will not be used unless the full terms of that Guarantee or Warranty are set out clearly within the advertisement or in writing before you commit to any Work or a transaction. Any Guarantee or Warranty is in addition to your statutory rights as a Consumer.



## What This Commitment Means to You

- 2.1 The Accredited Business will, wherever possible, provide you with flexibility and choice regarding dates and times for booking and completion, along with accurate information and advice to enable you to choose the Work required.
- 2.2 The Accredited Business will confirm whether any additional or special requirements are included in the allocated time and cost, or whether they will take additional time or cost more, prior to agreeing a completion date and time.
- 2.3 The Accredited Business will fully explain and give you clear practical advice to help you understand the Work required and being offered in order to complete the agreed Work, which will be confirmed in writing if requested.
- 2.4 The terms under which the Accredited Business will be charging for any Diagnostic or Exploratory Work will be confirmed and agreed during The Booking Process.
- 2.5 The Accredited Business will provide you with information about its cancellation policy, which will allow you to cancel the repair and/ or service at any time, subject to your legal liability for any Work done so far, including reasonable labour and parts costs generated, which will be kept to a minimum.
- **2.6** Accepted methods of payment will be confirmed prior to Work commencing.
- **2.7** All terms and conditions of business will be written in plain language, prominently

displayed within the premises and be available upon request. All additional charges, such as storage fees, will be disclosed to you before any Work is carried out.

- 2.8 Where an Estimate is given, this will be supplied as a breakdown of costs to be provided in writing, as a general guide to the cost of the Work required (which could go up or down) and be inclusive of all parts, labour and VAT where appropriate. Estimates should be given and agreed before any Work is carried out and will clearly state that it is an Estimate.
- 2.9 Where a Quotation is given, this will be supplied in writing as a breakdown of the firm agreed price to complete the Work requested, offered to be provided in writing and be inclusive of all parts, labour and VAT (where appropriate). Quotations should be given and agreed before any Work is carried out and will clearly state that it is a Quotation.
- **2.10** The Accredited Business will not require deposits or prepayments for service and repair Work, unless the parts required for the Work are bespoke.
- **2.11** High-pressure selling techniques will not be used.
- 2.12 The Accredited Business will adapt their Booking Process and have satisfactory provisions in place to attend to the needs of all Consumers, including Vulnerable Consumers.



## Work

## What This Commitment Means to You

- **3.1** If your Vehicle is booked in, in advance, the Accredited Business will try to have the appropriate parts in stock to complete the Work as agreed at the time of booking. If this is not possible, the Accredited Business will contact you to re-arrange, in which case you may also exercise your right to cancel the booking.
- 3.2 If during the performance of the agreed Work, it becomes apparent that additional time, labour, or parts will be necessary to address consequential/additional needs not previously recognised, the Accredited Business will contact you for authorisation prior to commencement of this additional Work. This gives you the opportunity to agree a new completion time and date, or you can decline and exercise your right to cancel the booking and pay for any Work already completed.
- **3.3** If your Vehicle is dismantled, the Accredited Business will not compel you to agree to the completion of additional Work. The Accredited Business will always offer an option of re-assembly within the original price, where possible. The Accredited Business will also make you aware of any operating and/or safety implications of not having Work carried out.
- **3.4** The Accredited Business will Guarantee all service and repair Work against failure and will inform you of the duration of any Warranty or Guarantee and how to exercise it. They will inform you where parts are provided with a manufacturer's warranty and the terms of that Warranty.
- **3.5** Any Guarantees or Warranties provided with parts or labour are in addition to your existing Consumer rights.
- **3.6** The Accredited Business will keep clear and accurate records of the Work undertaken on your Vehicle, and these will be made available on your request. The Accredited Business will ensure the records are retained for six years from the point of the completion of the Work.
- 3.7 Replaced parts will be made available for you to view and examine until collection of the Vehicle unless otherwise agreed. You should only ever remove these from the premises if

you have the ability to dispose of them in an environmentally responsible manner.

- **3.8** Servicing will be carried out in accordance with the manufacturer's service specification unless expressly stated and documentation detailing this will be provided to you (unless otherwise specifically agreed and authorised by you in writing). The Accredited Business will endeavour to confirm which service is required and whether any additional servicing items, for example gearbox oil or brake fluid changes, are currently required or will be necessary in the near future.
- **3.9** The Accredited Business will remain responsible for ensuring the quality of any Subcontracted Work carried out under the agreed booking.
- **3.10** The Accredited Business will be responsible for any third-party recovery agents used, where you have paid the Accredited Business directly for a recovery service.
- **3.11** The Accredited Business will agree with you the parts to be used, prior to starting Work, including whether parts will be genuine or non-genuine.
- **3.12** The Accredited Business will carry out all Work within an agreed timescale, exercising the reasonable skill and care you are entitled by law to expect.
- **3.13** If you have an Extended Warranty, it is your responsibility to inform the Accredited Business. Once they have been informed, the Accredited Business will take reasonable steps to comply with the warranty terms, including obtaining permission from the Warranty Provider before starting any repairs and liaising with the Warranty Provider to keep you updated on your claim.
- 3.14 The Accredited Business will promptly and effectively respond to any questions you have regarding the completed Work and swiftly investigate any issues with the Work. If the issue is caused by their Workmanship or the parts used (where supplied by the Accredited Business), the Accredited Business will rectify it at no cost to you in accordance with 3.4 and 3.12.

## Billing

## What This Commitment Means to You

- **4.1** The Accredited Business's prices will be clear and inclusive of parts, labour, VAT, and any other additional charges, for example, disposal costs or environmental disposal charges.
- **4.2** If a Quotation was provided at the booking stage, the final Invoice should match the Quotation unless the Accredited Business has informed you that further Work or time has been required and you have authorised these additional costs.
- **4.3** Unless a 'fixed price' arrangement has been agreed in advance (e.g. fixed-price servicing), final Invoices will include a clearly itemised list of the Work, including the parts used, any additional Work agreed, the labour rate and number of hours spent, any additional charges and VAT.
- **4.4** All elements of the service provided or Work carried out, and the prices charged, will be explained to you during the handover procedure upon completion of the agreed Work, at which point payment will be due.
- **4.5** The Accredited Business will clearly explain and record in writing any warnings or instructions for you to follow after the Work has been completed, for example if the Vehicle must be driven in a certain way or if further Work will be required after a certain mileage.
- **4.6** If the Accredited Business has an Alternatively Fuelled Vehicle charging point, they will make it clear whether customers are entitled to use this charging point and, if so, any costs involved.

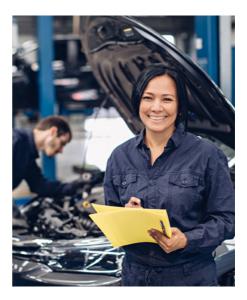


## Service Plan

## What This Commitment Means to You

- 5.1 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.
- **5.2** 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.
- **5.3** Where selling directly, the Accredited Business will ensure the product offered is suitable for your needs.
- **5.4** Where selling directly, the Accredited Business will avoid the use of high-pressure selling techniques.
- **5.5** 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.
- 5.6 Where the Accredited Business is also the administrator of the plan, they will provide you with a 14-day cancellation period in which you can cancel the Service Plan and receive a full refund unless a service has already been claimed against the plan, in which case the Accredited Business can reserve the right to either provide a partial refund or no refund at all.
- 5.7 Where the Accredited Business is also the administrator of the plan, outside of 14 days, the Accredited Business has the discretion to allow for cancellation of the Service Plan and 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.

- 5.8 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.
- **5.9** The Accredited Business will ensure that you are made aware of where services can be claimed; for example, if services can only be carried out by them or if they can be used at a business more local to you.
- **5.10** If you have a Service Plan that is held with the Accredited Business, they will ensure that your services are booked and processed in line with the terms of the plan, and that they provide you with appropriate information about whether the plan is active and, if so, what will be covered.



## Parts Supply

## What This Commitment Means to You

- **6.1** The Accredited Business will honestly advertise and promote the parts they supply, ensuring that any advertisements are in plain language and that the details of any promotions are clearly explained.
- **6.2** The Accredited Business will ensure parts sold to you will be of satisfactory quality, fit for purpose, and as described in accordance with the Consumer Rights Act 2015 and any other legislative requirements.
- **6.3** The Accredited Business will clearly explain your rights to cancel your purchase and receive a refund.
- **6.4** Where parts are supplied at your request, and the Accredited Business has not diagnosed or examined the Vehicle, the Accredited Business will not be held responsible if the parts are found to be incorrect or not required.
- **6.5** Where parts are not fitted by the Accredited Business, and only supplied by them, the Accredited Business will not be responsible for ensuring the parts are fitted with reasonable care and skill.



## Staff

## What This Commitment Means to You

- 7.1 Staff will be trained in and abide by this Code and any applicable legislation. They will always be professional and polite and treat you and your property with respect and care.
- **7.2** Staff will ensure that they look after your property and do not cause damage to it. They will ensure that sufficient damage checks are completed and recorded on the Vehicle to evidence its condition on arrival at the Accredited Business.
- **7.3** The Accredited Business will make clear its policy on property remaining in the Vehicle, particularly dashcams, which the Accredited Business may turn off at their discretion during completion of the service or repair so long as you are informed of this.
- 7.4 Staff will be attentive to the needs of all Consumers, particularly Vulnerable Consumers, and will communicate clearly without the use of technical jargon of terminology, unless a plain language explanation is also provided.

- **7.5** Staff are Competent to carry out the Work within their responsibilities. In the case of trainees, they will be supervised by someone who is Competent, and their Work will be checked to ensure it has been performed appropriately.
- **7.6** The Accredited Business will provide, appropriate equipment and facilities so staff can use this to complete all Work to a satisfactory standard.
- 7.7 The Accredited Business will ensure that if they book in repairs or a service on an Alternatively Fuelled Vehicle, their staff have the appropriate training and qualifications to complete the Work. If an Accredited Business does not have suitably qualified staff, or does not have appropriate equipment or facilities, they will inform you at the booking stage.



## Customer Service and Complaints

## What This Commitment Means to You

- **8.1** The Accredited Business will ensure that they always treat you professionally and fairly, delivering a high standard of customer service.
- **8.2** The Accredited Business will have in place an accessible arrangement for the handling of complaints, suitable for all Consumers, including Vulnerable Consumers and those that do not have digital access.
- **8.3** The Accredited Business will ensure you are aware of their accreditation to this Code by prominently displaying appropriate signage, such as their accreditation certificate, copies of the Consumer Guide or copies of the Code of Practice for Service and Repair.
- 8.4 The Accredited Business will be attentive to the needs of Vulnerable Consumers, including making reasonable adaptations to its processes where necessary and giving additional support and assistance where required.
- 8.5 The Accredited Business will co-operate fully 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 where required.

- **8.6** 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.
- **8.7** The Accredited Business will give every assistance to The Motor Ombudsman whilst they are investigating a complaint so a conclusion can be reached.
- **8.8** The Accredited Business will provide details of their complaints procedure on request.
- **8.9** The Accredited Business will respond promptly to any complaint made by you and will take no longer than eight weeks to provide their final response. If they need longer, the Accredited Business will inform you of the reason(s) why and keep you updated.
- 8.10 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.



## Appendix

## **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 Insurer and/or the Financial Ombudsman Service (as appropriate).

### **The Motor Ombudsman**

The Motor Ombudsman will look at complaints where a potential breach of the Service and Repair 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

### **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 Service and Repair 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 Service and Repair Code and Accredited Business compliance with the Service and Repair Code. ICAP will also meet to review cases of persistent or serious breaches of the Service and Repair 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 Service and Repair 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 Service and Repair 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 selfregulation and aims to bolster Consumer protection and improve customer service standards.

## Appendix (cont.)

### **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 Service and Repair Code. The results of the survey will be published in The Motor Ombudsman's 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 Service and Repair Code as well as assessing

Consumer satisfaction, Accredited Businesses may pass personal data to The Motor Ombudsman who may analyse that data and publish findings based on it.

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

### **Further Information**

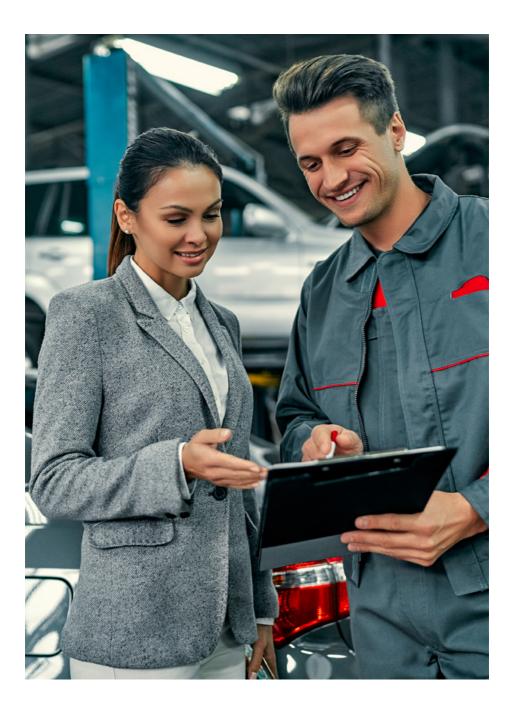
Useful information regarding other bodies and organisations who may be of interest to you in the resolution of your complaint can be found at: www.TheMotorOmbudsman.org/Relevant-Web-Links



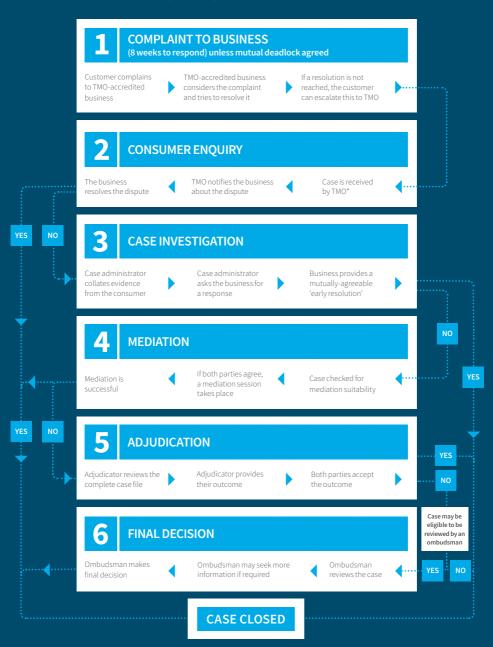
# **The Motor Ombudsman's** Chartered Trading Standards Institute (CTSI)-approved Codes set the benchmark as the most comprehensive guidelines of best practice across the customer vehicle purchase and ownership journey.







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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