

The Motor Industry
Code of Practice for
**Service
and Repair.**



THE MOTOR
OMBU^DSMAN

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What this commitment means to you

We would advise you to

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

The Motor Ombudsman is a neutral arbiter and

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

This document sets out The Motor Industry Code of Practice for Service and Repair (the “**Service and Repair Code**”), which confirms commitments made by garages, dealers and businesses which are accredited to The Motor Ombudsman and the Service and Repair Code regarding their obligations in the provision of service and repair work to consumers, as well as setting out standards that they must comply with relating to:

Advertising

Commitment: ‘All accredited business advertising will honestly and accurately promote any services’

The Booking Process

Commitment: ‘The price for the work that the accredited business agrees to undertake will be all-inclusive’

Carrying out the Work

Commitment: ‘The accredited business will complete the work as agreed with you’

Billing

Commitment: ‘Accredited business’ invoices will match the booking price’

Staff

Commitment: ‘All staff within the accredited business will work competently and in your best interests to provide the service that you require’

Complaints Handling

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

Accredited businesses are obliged to accept 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.

Definitions

Throughout the Service and Repair Code

Accredited business

The term accredited business describes individual garages, businesses and dealers that carry out vehicle services and repairs and have been accredited to the Service and Repair Code by The Motor Ombudsman and any references to 'they', 'them' or 'their' shall be deemed to be references to accredited business(es) unless the context otherwise requires.

Vehicle

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

Consumer

The term consumer refers to the owner and/or end user of any vehicle (as defined above), and includes any vulnerable consumer, and any reference to 'you' or 'your' in the Service and Repair Code shall be deemed to be addressed to the consumer.

Vulnerable consumer

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

What their commitment means to you

The term "what their commitment means to you" refers to commitments made to the consumer by the accredited business in accordance with the Service and Repair Code.

New vehicle warranty

The term new vehicle warranty is taken to include the manufacturer's warranty and any extension provided free with a new vehicle.

Extended warranty

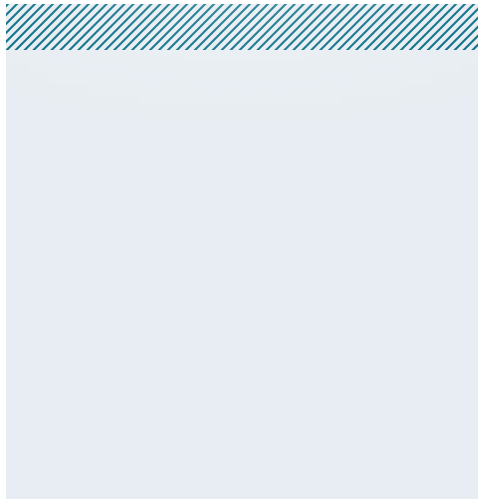
The term extended warranty is taken to include any warranty provided with a vehicle that is not a new vehicle warranty or any warranty purchased after the new vehicle warranty has expired.

Warranty provider

The term warranty provider describes the administrator of the warranty.

- 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

All accredited business advertising will **honestly and accurately** promote any services.



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- 2.1** The accredited business will provide you with flexibility and choice regarding dates and times for booking and completion, along

We would advise you to:

- Understand exactly the work to be undertaken on

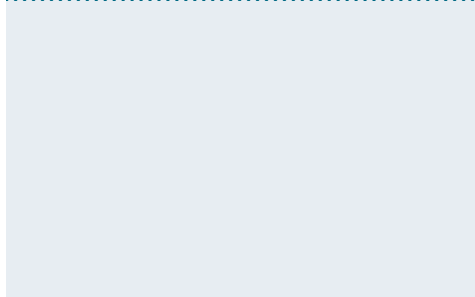
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- 3.1** If your vehicle is booked in, in advance, the accredited business will endeavour to have the appropriate parts in stock to complete the work as agreed at the time of booking. If this is not possible, the accredited business will contact you prior to the date of your booking 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

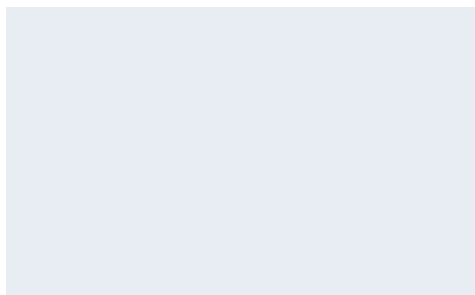
We would advise you to

- Clearly notify the accredited business where a vehicle manufacturer's warranty period applies,

Billing

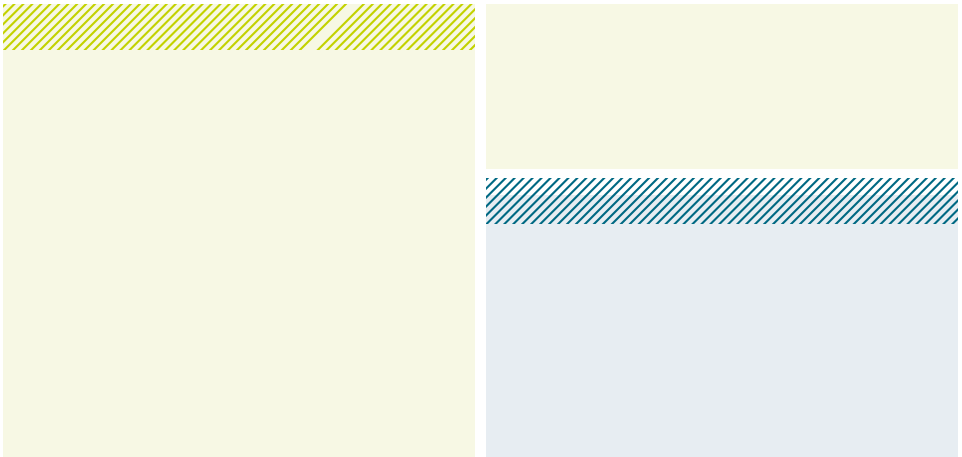
- 4.1** The accredited business's prices will be clear and inclusive of parts, labour, VAT and any other additional charges, to include





Complaints Handling

- 6.1** The accredited business will take effective, immediate action in order to ensure that you receive a fair response to your complaint.
- 6.2** The accredited business will have in place an accessible arrangement for the handling of complaints and details of the complaints procedure will be made available to you on request. Where the complaints handling system is computer-based, the ability to provide a durable copy of the complaints record is required.
- 6.3** The accredited business will co-operate fully with any consumer advisor or any other intermediary you choose to consult in an effort to resolve your complaint.
- 6.4** In the event that your complaint remains unresolved, the accredited business will advise you of your right to refer your complaint to The Motor Ombudsman.
- 6.5** The Motor Ombudsman is responsible for the operation of an impartial alternative dispute resolution service. The Motor Ombudsman adjudicators will provide an appropriate outcome for the complaint.
- 6.6** The accredited business will give every assistance to The Motor Ombudsman adjudicators while they are investigating a complaint, and in reaching a conclusion.
- 6.7** If either party disagrees with The Motor



Initial complaint

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

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

The accredited business will have up to 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 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

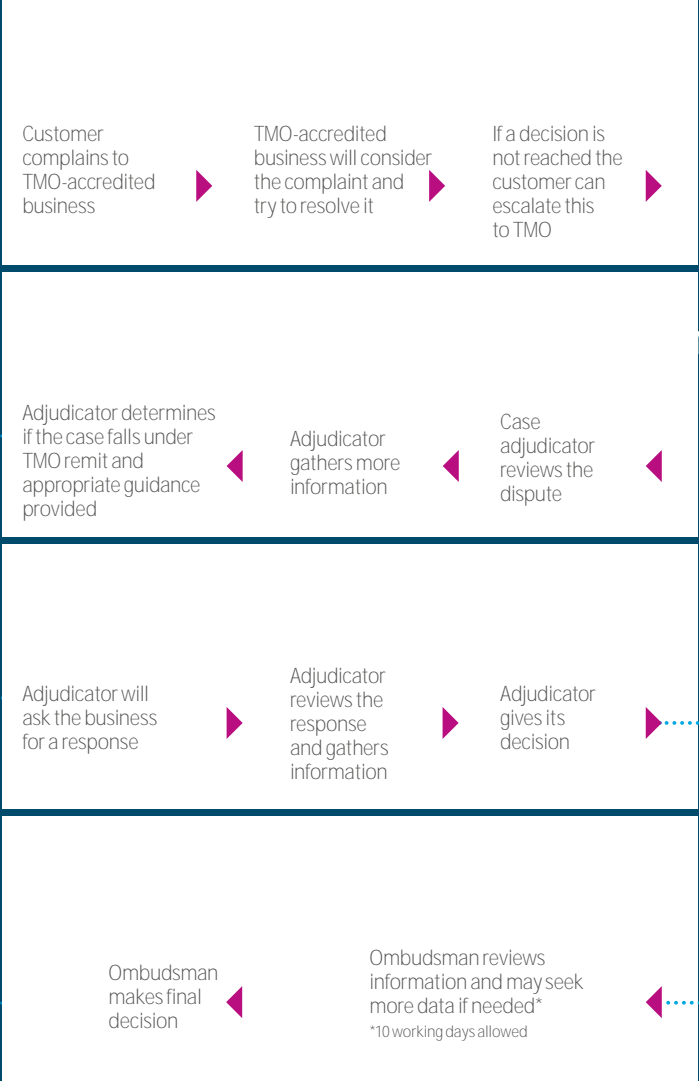
If a case remains unresolved or there is a difference of opinion that cannot be satisfactorily addressed at the adjudication stage, then it may be referred to the Ombudsman to make a final decision.

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

Further Information

Complaints should be referred to The Motor Ombudsman within 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.

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



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

Enquiries or complaints

The Motor Ombudsman telephone:

0345 241 3008
