



What happens if we uphold your complaint?

The Motor Ombudsman has four Codes of Practice covering new and used vehicle sales, manufacturer's new car warranties, extended warranties and service and repair. This factsheet is to give you some guidance on the likely kind of award you can expect to receive, if your complaint is upheld, and how The Motor Ombudsman assesses this.

In general

The Motor Ombudsman looks at every case individually – so, whilst your situation might look similar to someone else's, there will be usually be some circumstances that set you apart and make your complaint unique. There is a wide range of awards we consider, depending on what your complaint is about and what is fair, reasonable and practical.

If we think your complaint should be upheld, the award we make will try to put you back into the position you would have been in had the problem not occurred. So, this could be the accredited business giving a partial refund for a faulty vehicle, a declined extended warranty claim being paid in full or a consumer being reimbursed for their hire car costs whilst theirs was off the road. Our maximum claim limit is £10,000 and/or the value of your vehicle, if we look at your complaint under the Code of Practice for Vehicle Sales.

We usually only look at losses that can be demonstrated – by this, we mean money you've had to pay out because of something the accredited business has or hasn't done, and you can provide a receipt or other evidence to show how much you paid.

That means we don't often look at compensation for things like distress and inconvenience as, on the whole, an apology and perhaps some goodwill can be enough to make up for this. However, in cases where the distress and/or inconvenience is particularly serious, we will take this into consideration when deciding what's fair and reasonable.

Our goal is to provide a resolution that fairly compensates you without punishing the accredited business. So, if we don't award you exactly what you are looking for, that isn't because we haven't listened – it's just that we've taken everything into consideration, and we think something else is fairer for everyone based on what's been provided.

Code of Practice for New Cars

The New Car Code of Practice commits vehicle manufacturers to ensuring they provide comprehensive warranties with their vehicles and that they don't unreasonably decline warranty claims. So, the only award we really look at under this Code is a repair for your vehicle – because that's all the manufacturer owes you under the terms of the warranty. Every now and again, we might look at a warranty extension or giving you a discount on a part if there was a delay in providing it to you, but more often than not, it will be repairing your vehicle under warranty.

So, if you're looking for any other kind of award – like a refund for your vehicle or compensation for a financial loss – you're better off approaching your selling dealership or



garage. And, bear in mind that once your warranty has expired, the manufacturer is under no obligation to assist you and whilst they might offer you some goodwill, that's really their choice.

Code of Practice for Vehicle Sales

When we make decisions about complaints concerning a new or used vehicle, we usually look at the Consumer Rights Act 2015. So, that means that we usually award:

- A full refund within the first 30 days of buying the car
- A refund minus a deduction for use – when looking at a deduction for use, we consider lots of factors including the number of miles covered, how long you've owned the vehicle, whether your use has been in some way compromised, how much you paid for the car
- A repair to the vehicle
- A price reduction – this could be reimbursing the price of an optional extra that isn't working properly or, if your vehicle has been off the road, giving you back the finance you paid during that time

There are of course times where these awards just won't work, so we'll look at doing something differently to make sure you're not left out of pocket by what's happened.

Code of Practice for Service and Repair

When we look at complaints relating to a service or repair, there are three main awards we will consider – a repeat performance, as in doing the same work again to bring it up to the required standard; if further damage has been caused by poor workmanship, asking the accredited business to repair it free of charge; a partial or full refund for the work. Usually, the most practical thing to do is fix the vehicle, rather than give you back the money you spent on the work.

Most of the time, we will expect you to take your car back to the accredited business who did the work in the first place – because, whilst we can understand that you might have lost confidence in them, we think it's fairest to give them the opportunity to investigate your car and, if they need to repair it, do it at their own rates. Having said that, we recognise there are times that this won't be the best thing to do, and we'll always take those into account.

Code of Practice for Vehicle Warranty Products

If you think your warranty has been mis-sold – this could be because it isn't suitable for you or your car isn't eligible for all parts of the cover – then we would usually look to refund you the price you paid for your warranty. We wouldn't normally ask them to cover any outstanding claims because if your warranty was mis-sold, you should never have had it in the first place meaning you wouldn't have any cover at all. And, if you have previously had a successful claim, we think it's fair for the warranty provider to deduct how much they paid for your claim from any refund they give you.

If your complaint is about a declined warranty claim, then we will either look at getting the vehicle repaired free of charge or, if you've already had the work done, refunding you what you paid. You may not always get back everything you paid as it depends what your



warranty would have covered in the first place: for example, if you've gone to a garage who charges £80 an hour for their labour, and your warranty only covers a labour rate of £55 an hour, you're not going to get all of your money back.

Similar to manufacturers' warranties, most extended warranties say that the accredited business won't be liable for any additional costs like recovery, breakdown assistance and car hire – although always check your terms and conditions to see what's covered. And, don't forget that an extended warranty is in addition to your rights as a consumer so, if you bought your car recently, it's always a good idea to get in touch with who you bought it from and let them know what's happened.