



MOTOR INDUSTRY CODE OF PRACTICE

Vehicle Warranty Products



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Introduction

The Motor Industry Code of Practice for Vehicle Warranty Products ("the Code") confirms promises made by subscribing warranty administrators ("subscribers") regarding their administration of the following products:

- **Mechanical Breakdown Insurance (MBI)**
- **Service Contracts (guarantees/extended warranties)**
- **Roadside Assistance**
- **MOT Test Insurance**
- **Tyre Insurance**
- **Key Insurance**
- **Guaranteed Asset Protection (GAP)**
- **Vehicle Replacement Insurance (VRI)**
- **Return to Invoice Insurance (RTI)**

This consumer Code sets out standards that subscribers will comply with regarding:

- **Advertising**
- **Complaints**
- **Point of Sale Obligations**
- **Dispute Resolution and Disciplinary Action**
- **Clarity of Information**

Subscribers manage the sale, registration, claims handling and aftersales of products on behalf of motor manufacturers, motor traders and/or insurers.

Subscribers are obliged to accept the Code in its entirety and ensure that their staff are aware of their legal responsibilities as well as their responsibilities under the Code. Subscribers will ensure that they meet all requirements laid down by the Financial Services Authority ("FSA") for individuals concerned in insurance mediation and any other statutory requirements. Subscribers are reminded that in the event of any conflict between the Code and FSA rules, that the FSA rules take precedence over the Code for insurance products.

A consumer who feels dissatisfied with a subscriber's performance under any item covered by this Code is able to submit their grievance to the Code Advisory and Conciliation Service. A detailed procedure explaining how to do this appears in the Appendix of this Code.

Subscribers and retailers are required to use their best endeavours to ensure that consumers understand the products offered. If it appears to subscribers or retailers that a consumer may not understand a particular point, either prior to purchase or when making a claim, they should take reasonable steps to help the consumer understand. Particular care will be taken with vulnerable/disadvantaged consumers; advice will be given in a helpful, patient and appropriate manner. Retailers will give clear product information and explanations to make sure this is the case.

A consumer information leaflet to accompany the Code, the Brief Guide to the Motor Industry Code of Practice for Vehicle Warranty Products ("the Brief Guide"), is available from subscribers, retailers or to download from www.motorcodes.co.uk

Definitions

Throughout the Code:

The term **subscriber** describes an administrator of vehicle warranty products that has subscribed to this Code.

The term **consumer** describes the owner/end user of any motor vehicle which is covered by a vehicle warranty product.

The term **FSA** refers to the Financial Services Authority, the regulator of general insurance.

The term **retailer** is taken to include motor traders and others who sell/provide vehicle warranty products.

The term **products** refers to vehicle warranty products administered by a subscriber.

The term **financial shortfall products** describes products that will in the event of a vehicle being written off, pay the difference between the original purchase price, or the outstanding credit owed, and the amount you received from the motor insurer to replace your vehicle. Guaranteed Asset Protection Insurance, Vehicle Replacement Insurance and Return To Invoice are financial shortfall products.

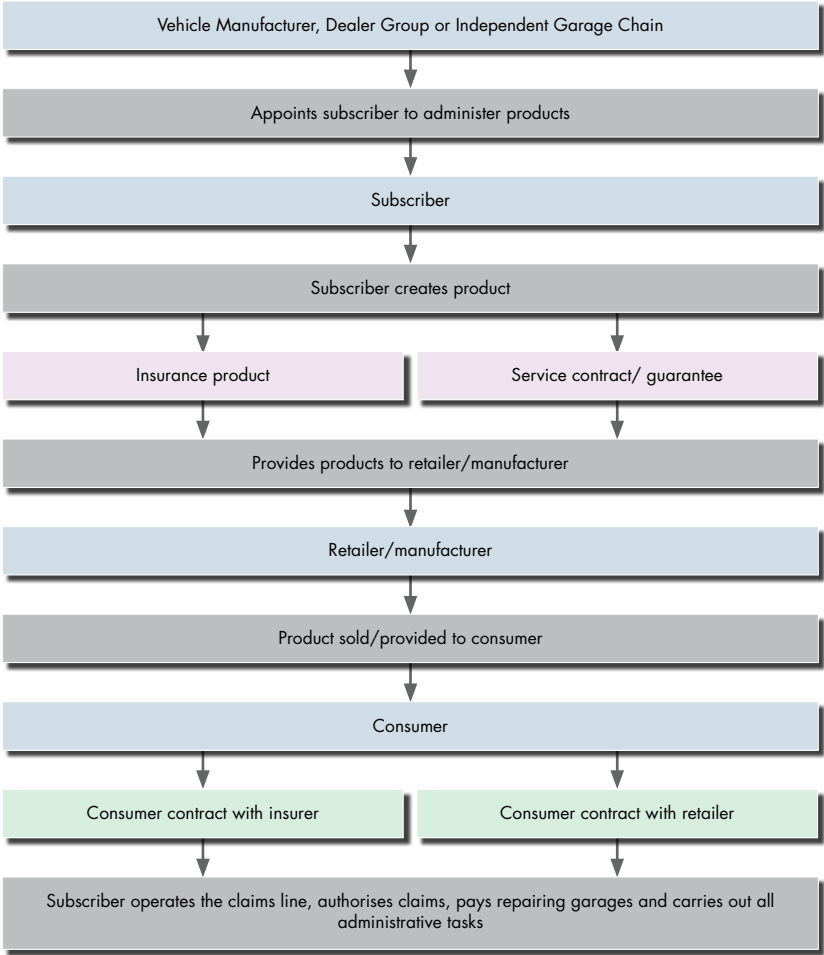
The term **Mechanical Breakdown Insurance (MBI)** describes an extended warranty insurance policy that pays towards the cost of repairing a vehicle following the breakdown of an insured component.

The term **service contract** is taken to include any guarantee or extended warranty that is not a contract of insurance and provides cover against the failure of specified components of a motor vehicle.

The term **betterment** means an increase to your vehicles value as a result of replacement parts being fitted to your vehicle.

The Role of Subscribers

The following diagram aims to help you understand the role of the subscriber and their relationship with insurers, retailers, vehicle manufacturers and consumers.





Advertising

'Our advertising will honestly promote our products.'

What our promise means to you

- 1.1 Our advertisements, promotions or any other publications, whether in writing or otherwise, will not contain any items which are likely to mislead you or be misunderstood.
- 1.2 Our advertisements (including comparative advertisements), promotions or any other publications will comply with the requirements of relevant legislation along with the codes, regulations and rulings of the relevant organisations or associations.
- 1.3 Any comparison made within our advertisements between our products or services and those offered by a competitor will not confuse or mislead you. Our advertisements will objectively compare products based upon relevant and verifiable features, which may include the price.
- 1.4 If a subscriber breaches any legislation, codes, regulations or rulings relating to advertising, it will be deemed to be in breach of this Code.
- 1.5 Our advertisements will make clear our adherence to this Code.

We would advise you to

- Read our advertisements carefully and in full. If an advertisement is not clear to you, clarify it before you commit yourself to any transaction.
- Ask questions if you are unsure as to the extent of the protection offered by the product.
- Read the terms and conditions of the product before signing the contract.
- Ensure that the product you are considering purchasing is suitable for your requirements.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Misrepresentation Act 1967

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Advertising Standards Authority (including the Committee of Advertising Practice's 'The British Code of Advertising, Sales Promotion and Direct Marketing' and 'The Broadcast Advertising Codes')

The British Code of Advertising, Sales Promotion and Direct Marketing

The Broadcast Advertising Codes

Ofcom Broadcasting Code (TV/radio advertising)

FSA: Insurance Conduct of Business Rules (ICOB)

Point of Sale

‘To ensure that the retailer will provide you with appropriate advice in recommending a suitable product, according to your needs and to ensure that you understand the product being purchased.’

What our promise means to you

- 2.1 We require that the retailer’s staff are trained and competent to assist in your purchase of our products.
- 2.2 The retailer will provide a written summary of the key contract terms of the product(s) and cover prior to the completion of the contract, detailing the period of cover, the limit of sums covered, the level of cover provided, the geographical scope of the product, any mileage restrictions, the price of each product and the total cost, whether the product is a contract of insurance, a service contract or guarantee and your cancellation rights, including any cancellation fees.
- 2.3 Where any of our products are provided free with a motor vehicle, the retailer will provide you with a written summary of the product(s) and cover before the vehicle sale agreement is made.
- 2.4 The written summary will also detail your obligations (if applicable) to maintain the vehicle and the consequences of any failure to do so, whether the product requires you to have your vehicle serviced by a particular dealer group or by a manufacturer authorised repairer and state that you may be liable to pay diagnostic costs in the event that a repair is not covered by your product.
- 2.5 Our product literature will be written in plain English and will be supplied to you either at the time of purchase or within a reasonable period thereafter. If you do not receive this within 10 working days of signing any purchase agreement, you should contact the retailer.
- 2.6 Once we have registered your product, you will receive from us, within a reasonable period of time, a communication confirming registration and a reminder of your obligations (if applicable) to maintain and service the vehicle. If you do not receive this within 10 working days of signing any purchase agreement, you should contact the subscriber.
- 2.7 High pressure selling techniques will not be used in the sale of any of our products. If you are unhappy with the product for any reason, you have a right to cancel the agreement within 14 days from the receipt of your product literature (see pages 14 and 15 for further information).
- 2.8 Copies of the Code are available from retailers and will be made available for you to view prior to you entering into any agreement. The Code can also be downloaded from www.motorcodes.co.uk or is available from subscribers on request.

- 2.9 We will take all reasonable steps to ensure that retailers do not use our products as a means of evading their own legal obligations to you. Our products will clearly state that the cover provided is in addition to your legal rights.
- 2.10 We will ensure that the retailer will provide you with sufficient and accurate product information to enable you to make an informed decision.
- 2.11 We will investigate any complaint regarding the mis-selling of a product.

We would advise you to

- Be aware that there is no obligation to purchase a product as part of your vehicle purchase.
- Read the summary and the product literature prior to signing the purchase agreement.
- Ask the retailer questions if you are unsure about the level of cover involved.
- Ensure that you understand your obligations regarding the service/maintenance requirements (if applicable), specifically the service intervals in terms of mileage and time periods.
- Choose a garage that is subscribed to the Motor Industry Code of Practice for Service and Repair for any service or repair work. Find your nearest subscribing garage at www.motorcodes.co.uk, but ensure that you comply with the requirements of clause 2.4.
- Understand how to make a claim/call for roadside assistance.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Misrepresentation Act 1967

Supply of Goods and Services Act 1982

Unfair Contract Terms Act 1977

Unfair Terms in Consumer Contract Regulations 1999

Consumer Protection (Distance Selling) Regulations 2000

Financial Services and Markets Act 2000

Distance Marketing of Consumer Financial Services Directive 2002/65/EC

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

FSA: Insurance Conduct of Business Rules (ICOB)



Clarity of Information

‘Our product literature is written in plain English and clearly sets out any servicing/maintenance requirements.’

What our promise means to you

- 3.1 Our terms and conditions will be written in plain English and presented in reasonably sized print. Our products will clearly state the general cover provided and any exclusions.
- 3.2 We require vehicles to be serviced in line with the manufacturer’s recommendations.
- 3.3 Where products specify the use of a manufacturer-approved repairer for regular servicing or for warranty work, this will be stated clearly.
- 3.4 Our warranty products will clearly list either all of the parts which are covered or all of the parts which are not covered.
- 3.5 You are permitted to transfer the unexpired portion of any product (excluding financial shortfall products) to a subsequent owner (consumer) where the vehicle is sold privately. Details and the conditions on how to transfer the product are contained within the product literature.
- 3.6 We will clearly set out your cancellation rights and state our policy on premature cancellation of the contract after the expiry of the 14 day cancellation period. See clauses 5.4 or 6.6.
- 3.7 We will clearly state our policy on betterment, new for old cover and the use of reconditioned components.
- 3.8 We will clearly set out our policy on reimbursement of expenses in the event of a breakdown and advise whether your vehicle is covered while abroad.
- 3.9 We will cover the cost of diagnostic or exploratory work where the mechanical failure is covered by our product. Where the mechanical failure is not covered by our product, we will clearly set out your responsibility to cover the cost of the work.
- 3.10 Details of our complaints procedure are contained within our product literature. The complaints procedure is in addition to your existing legal rights.
- 3.11 Our product literature will prominently display the Code logo and clearly inform you that we subscribe to the Code.

We would advise you to

- Use the cancellation period to satisfy yourself that the product you have committed to is suitable for your needs.
- Familiarise yourself with the terms and conditions of the product.
- Ask the retailer if there are any terms you do not understand.
- Ensure that you have the vehicle serviced at the manufacturer's recommended service intervals.
- Choose a garage that is subscribed to the Motor Industry Code of Practice for Service and Repair for any service or repair work. Find your nearest subscribing garage at www.motorcodes.co.uk, but ensure that you comply with the requirements of clause 2.4.
- Ensure that you understand how to make a claim/ call for roadside assistance.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Unfair Contract Terms Act 1977

Unfair Terms in Consumer Contracts Regulations 1999

Consumer Protection (Distance Selling) Regulations 2000

Financial Services and Markets Act 2000

The Financial Services (Distance Marketing) Regulations 2004

FSA: Insurance Conduct of Business Rules (ICOB)

Claims Handling

'We have in place a simple claims procedure to fairly and promptly process your claim/request for roadside assistance.'

What our promise means to you

- 4.1 The claims line/customer relations telephone number will be prominently displayed within the product literature and our claims line will be adequately staffed.
- 4.2 Your claim will be assessed as quickly as possible and we will take reasonable steps to keep you advised of the status of your claim.
- 4.3 If an inspection of your vehicle by an engineer is necessary in order to determine whether your claim is covered, the inspection will be carried out as soon as practically possible.
- 4.4 Where we specify the use of an approved network repairer for extended warranty work, this will be clearly stated within the product literature together with details of how to locate the nearest approved network repairer. We will not require work to be carried out by an approved network repairer where it would prove onerous on you to do so.
- 4.5 Labour costs for repairs will be covered unless specifically excluded, or a maximum rate is stipulated.
- 4.6 We will clearly state whether our products cover the full labour rates of repairs carried out by manufacturer-authorised repairers for vehicles not purchased from a manufacturer-approved dealer or for vehicles purchased without a full dealer service history. If you choose to have your vehicle repaired by a manufacturer-authorised repairer, we may reserve the right to limit the payment of labour costs to what we would regard as reasonable based on the cost that we would have incurred had the repair been carried out by an administrator approved network repairer or alternate local independent repairer.
- 4.7 Our policy on courtesy vehicles will be set out in the product literature. Where a loan car is made available, this will be as reasonable alternative transport rather than an exact replacement of your vehicle.
- 4.8 In the event that work is carried out on your vehicle prior to authorisation being sought, we will not refuse the claim without giving consideration to the circumstances of the case. Claims will not be unreasonably rejected.
- 4.9 If you fail to have your vehicle serviced in accordance with the manufacturers servicing schedule, mechanical breakdowns and part failures that could be connected to vehicle servicing will not be covered. However, product cover will continue for mechanical breakdowns and part failures unconnected with vehicle servicing.
- 4.10 The procedure for escalating complaints will be clearly set out in the product literature.

- 4.11 In the event that you need our roadside recovery service we will ensure that a vehicle is dispatched to you as quickly as possible and provide you with a time estimate.
- 4.12 We will ensure that our roadside recovery technicians are suitably trained to assist you in the event of a breakdown.
- 4.13 We will make all reasonable efforts to respond to you regarding your claim within five working days of receipt.
- 4.14 In the event of a warranty claim, the contract for the repair of your vehicle is between you and the repairer. The repairer will provide any parts and carry out the work to your vehicle; we will pay the repairer's costs, if covered by the warranty.

We would advise you to

- Read the product literature prior to purchase.
- Ensure you know what to do in the event of a claim.
- Keep records of work completed to your vehicle including receipts for servicing, as these may be requested before a claim can be authorised.
- Choose a garage that is subscribed to the Motor Industry Code of Practice for Service and Repair for any service or repair work. Find your nearest subscribing garage at www.motorcodes.co.uk, but ensure that you comply with the requirements of clause 2.4.
- Keep details of how to make a claim with your vehicle should you need to claim whilst away from home.
- Instruct any garage carrying out rectification work to contact the subscriber to gain authorisation before proceeding with any repairs.
- Keep records of all contact with claims department.
- Notify us (as soon as possible) of any mechanical breakdown.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Unfair Contract Terms Act 1977

Unfair Terms in Consumer Contracts Regulations 1999

Financial Services and Markets Act 2000

FSA: Insurance Conduct of Business Rules (ICOB)

Service Contracts, Guarantees and Non-insured Products

'We provide you with additional consumer protection over and above our legal obligations.'

What our promise means to you

- 5.1 The product literature will clearly state that the product is a non-insured product.
- 5.2 Claims funds are protected by a trust, statutory trust or similar mechanism to protect claims funds for the payment of claims. The product literature will clearly state that a protected claims fund is in place.
- 5.3 In the event that a retailer ceases to trade, we will continue to pay all claims from the protected claims fund, for as long as funds remain in place.
- 5.4 You have a right to cancel the product within fourteen days from the date of receipt of the product literature. This will apply where no claim has been made and accepted. Where a claim has been made and accepted the right to cancel will usually not apply. In the event that you cancel the service contract or guarantee during the cancellation period you may be charged a pro rata fee for the services provided up until cancellation. Any fee will be proportionate to the duration of the contract and may include any reasonable costs incurred by us as a result of the cancellation.
- 5.5 If the service contract or guarantee was concluded at a distance, a pro rata fee or administration charge will not be made if you cancel within seven days of receipt of the product literature.
- 5.6 The exact nature of how a claims fund is protected is available from us upon request.
- 5.7 Protection products offered by vehicle manufacturers will clearly state that all claims are backed by the vehicle manufacturer. Vehicle manufacturer products are not required to comply with clause 5.2.

We would advise you to

- Read the product literature prior to purchase.
- Ensure that you understand your cancellation rights.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

[Consumer Transactions \(Restrictions on Statements\) Order 1976](#)

[Unfair Contract Terms Act 1977](#)

[Supply of Goods and Services Act 1982](#)

[Distance Marketing of Consumer Financial Services Directive 2002/65/EC](#)

[Unfair Terms in Consumer Contract Regulations 1999](#)

[Consumer Protection \(Distance Selling\) Regulations 2000](#)

Insured Products

'We will comply with all regulatory requirements laid down by the Financial Services Authority.'

What our promise means to you

- 6.1 The retailer will be authorised by the FSA, either directly or as the appointed representative of an authorised firm, to sell general insurance products or carry out any other regulated activity.
- 6.2 You will be informed by the retailer that your product is a contract of insurance, underwritten by an authorised insurer.
- 6.3 The product summary and literature will clearly identify the insurer and their contact details.
- 6.4 The product literature will clearly set out the relationship between you, the insurer, the retailer and the subscriber and will state that the contract is a contract between you and the insurer.
- 6.5 The insurer will be advised of our adherence to this Code.
- 6.6 You will have a right to cancel the contract of insurance within 14 days from the date of receipt of your policy documents and receive a refund. In the event that you cancel the contract of insurance during the cancellation period you may be charged a pro rata fee for the services provided under the contract. Any fee will be proportionate to the duration of the contract and will only include reasonable costs incurred by us as a result of the cancellation.
- 6.7 The policy will clearly state the name and registered office of the insurer.

We would advise you to

- Read the product literature to identify the insurer.
- Ensure that you understand your cancellation rights.
- If you are uncertain of your cancellation rights ask the subscriber or the retailer to clarify them.

For your information

Financial Services and Markets Act 2000

Distance Marketing of Consumer Financial Services Directive 2002/65/EC

FSA: Insurance Conduct of Business Rules (ICOB)

Insurance Mediation Directive 2002/92/EC



“In the unlikely event that you feel we have failed on any of our promises, we would refer you to the Code Advisory and Conciliation Service.

Their role is to ensure that we are acting responsibly and are fulfilling our obligations under this Code. The following sections of this Code detail how this function operates.”

Appendix

Guidance on Handling Complaints

The information below and the flowchart opposite set out the Code's complaints escalation procedure.

Initial complaint

Upon receiving a complaint, subscribers are required to ensure that they take effective and immediate action to resolve the issue.

In the event that a complaint remains unresolved, it is a subscriber's obligation to make clear to the consumer their right to refer the complaint to the Code Advisory and Conciliation Service. The consumer should be advised how they can contact the Code Advisory and Conciliation Service.

Consumers must always be advised that they have the option of pursuing their claim through the Courts.

Consumer advice line

The consumer advice line will handle initial contacts into the Code Advisory and Conciliation Service and will provide consumers with appropriate advice and assistance.

Conciliation

The Conciliation Service will investigate potential breaches of the Code and aim to quickly review and resolve any dispute with as little disruption to the consumer as possible.

Consumers will be kept informed of the progress and outcome of their conciliation case. However in certain complex cases it is not always possible to resolve a dispute quickly, as it can take some time to gather all the information necessary to reach a decision and a satisfactory outcome. The Code Advisory and Conciliation Service will advise both subscriber and consumer on a remedy as appropriate.

Arbitration (Service Contracts and Guarantees)

If a consumer is not satisfied with the outcome of conciliation, for service contracts and guarantees, the consumer can request that their case is sent to arbitration. Details of the arbitration service are set out on page 20. The award of the arbitrator is enforceable in law on all parties.

Financial Ombudsman Service (Insured Products)

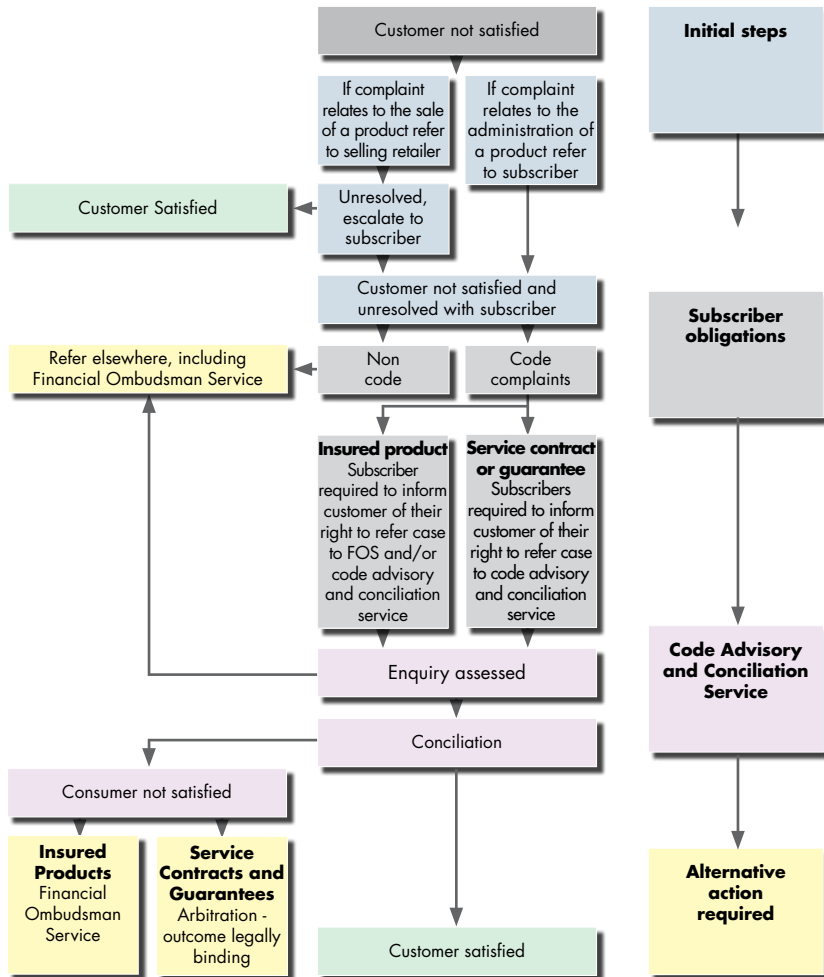
If the complaint relates to an insurance contract and the consumer receives a final response from the subscriber, or eight weeks has elapsed since the start of the complaint, the consumer may refer the complaint to the Financial Ombudsman Service.

If a consumer is not satisfied with the outcome of conciliation, for insured products, the consumer can refer their complaint to the Financial Ombudsman Service.

Consumers may also refer their complaint to the insurer. If the consumer is not satisfied with the insurer's decision they may refer the matter to the Financial Ombudsman Service.

Consumers must refer complaints to the Financial Ombudsman Service within six months of the "final response" letter from the subscriber. Complaints cannot be referred to the Financial Ombudsman Service.

Complaints Escalation Procedure



This 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 a subscriber under the Code.

Subscribers agree to:

- take effective and immediate action to achieve a just settlement to a consumer complaint.
- have in place an easily identifiable and accessible written complaints procedure.
- co-operate with local consumer advisors or intermediaries where necessary.
- give every assistance to the Code Advisory and Conciliation Service.

Code survey

A consumer survey covering each section of the Code is contained within the Motor Industry Code for Practice for Vehicle Protection Brief Guide ("the brief guide"). The brief guide is available from retailers at the point of sale, subscribers upon request, or from Motor Codes Ltd and consumer organisations.

The brief guide survey is used to monitor subscribers' performance under the Code. The results of the survey will be published in the Motor Codes Ltd Annual Report.

How to make a complaint

A consumer or intermediary who has a complaint about a product administered by a subscriber should address their complaint directly to the subscriber's customer relations department. Subscribers will respond to consumer correspondence within 10 working days of receipt.

Escalating a complaint to the Code Advisory and Conciliation Service

If attempts to reach a satisfactory solution fail, subscribers must advise you of your right to refer the complaint to the Code Advisory and Conciliation Service. Before writing we would recommend that you call the consumer advice line on **0800 692 0825** or submit your enquiry online at **www.motorcodes.co.uk**

Where invited to submit a complaint, the consumer should submit their details at www.motorcodes.co.uk or write to:

Motor Industry Codes

PO BOX 44755

London

SW1X 7WU

All written enquiries referred to the Code Advisory and Conciliation Service within a reasonable time of the cause for complaint arising will be considered. A written response will be sent to you within five working days of receipt and within reasonable timescales, determined by the nature of the investigation, thereafter.

If conciliation does not resolve the complaint to your satisfaction, you may choose to escalate your complaint.

Subscribers commit to co-operate fully with local consumer advisors or interested third parties when contacted by one on behalf of a consumer.

Escalating a complaint to the Financial Ombudsman Service - Insured products

If you remain dissatisfied with the outcome of conciliation and wish to escalate your complaint you may refer your complaint to your insurer, whose details appear in your product documents. If the insurer has already been involved during conciliation and your policy is underwritten by a Lloyd's underwriter you may refer the matter to Lloyd's Complaints Department:

Policyholder & Market Assistance

Lloyd's Market Services, G6/86, One Lime Street, London , EC3M 7HA

If the insurer is not a Lloyd's underwriter or Lloyd's Complaints Department does not settle the dispute to your satisfaction, you may refer the matter to:

The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Escalating a complaint to Arbitration - non-insured products

If a case regarding a non-insured product remains unresolved or there is a difference of opinion that cannot be satisfactorily addressed through conciliation, the case can be referred to independent arbitration.

Arbitration is provided by IDRS Ltd and is independent of the Code Advisory and Conciliation Service or subscribers.

Once the case is referred to arbitration, the parties will be required to sign an application for arbitration and pay the arbitration fee. The Code Advisory and Conciliation Service will submit the case file to IDRS Ltd ("the Arbitrator"). The Arbitrator has the power to direct any party to provide any additional document or information considered relevant.

As the arbitration service is designed to be low cost to allow it to be accessible, any hearing will normally rely on documents only. None of the parties to the dispute may be present or be represented by another person, unless the Arbitrator decides to conduct an oral arbitration, in which case parties may attend to present their evidence. Legal representation may only be employed if the Arbitrator so directs.

The decision of the Arbitrator is legally binding upon both parties and concludes the complaint. The award of the Arbitrator will be published in writing to all parties involved in the dispute and is enforceable in the Courts by any party. There are only limited circumstances where a case already considered under the terms of the Arbitration Act can then proceed to court.

Arbitration outcomes will be assessed to determine whether any Code compliance issues have been raised and if any amendments to the Code are required to address any specific issues raised by the case.

Details on the cost of arbitration is available from www.motorcodes.co.uk.

Disciplinary action

The Independent Compliance Assessment Panel (ICAP), is an independent panel which monitors the operation of the Code and subscriber compliance. ICAP also meet to review cases of persistent or serious breaches of the Code by subscribers.

ICAP is independent of the sector and its authority over subscribers reflects the serious nature with which the Code Administrator views non-compliance. It is the responsibility of Motor Codes Ltd to acknowledge when a subscriber has breached the Code in a manner that requires more than conciliation or arbitration.

ICAP has the authority to instigate an independent investigation with which the subscriber is required to assist fully. Depending on the outcome of any investigation, ICAP can impose a varied selection of sanctions upon a subscriber, ranging from education and continued monitoring, through to financial penalties and ultimately expulsion from the Code scheme. If a financial penalty is imposed on a subscriber, the penalty sum is donated to the motor industry charity BEN.

It must be remembered that disciplinary action in this respect is different to any individual case that may be accepted through the conciliation service. However a number of similar conciliation cases regarding the same subscriber could instigate disciplinary action.

The outcome of any ICAP investigation will be published in the Motor Industry Codes Annual Review, which we are required to supply to the Office of Fair Trading for monitoring purposes.

Other Motor Industry Codes

To find out more about our other codes of practice or to locate garages that subscribe to the Motor Industry Code of Practice for Service and Repair visit www.motorcodes.co.uk.

Data

For the purpose of monitoring and resolving complaints and monitoring compliance with the Code, as well as assessing consumer satisfaction, subscribers may pass consumers' personal data to Motor Codes Ltd who may analyse the data and publish findings based on it. Subscribers and Motor Codes Ltd will process personal data in accordance with the Data Protection Act 1998.

Further Information

Enquiries or complaints

Consumer Advice Line
Motor Industry Codes website

0800 692 0825
www.motorcodes.co.uk

Relevant web links

Advertising Standards Authority
Citizens Advice Bureau
Consumer Direct
Department for Business, Innovation
& Skills
Ofcom
Office of Fair Trading
Trading Standards

www.asa.org.uk
www.citizensadvice.org.uk
www.consumerdirect.gov.uk
www.bis.gov.uk/consumers
www.ofcom.org.uk
www.of.gov.uk/codes
www.tradingstandards.gov.uk

Legislation web links

Information on the legislation referred to in the Code can be found on the web sites listed below:

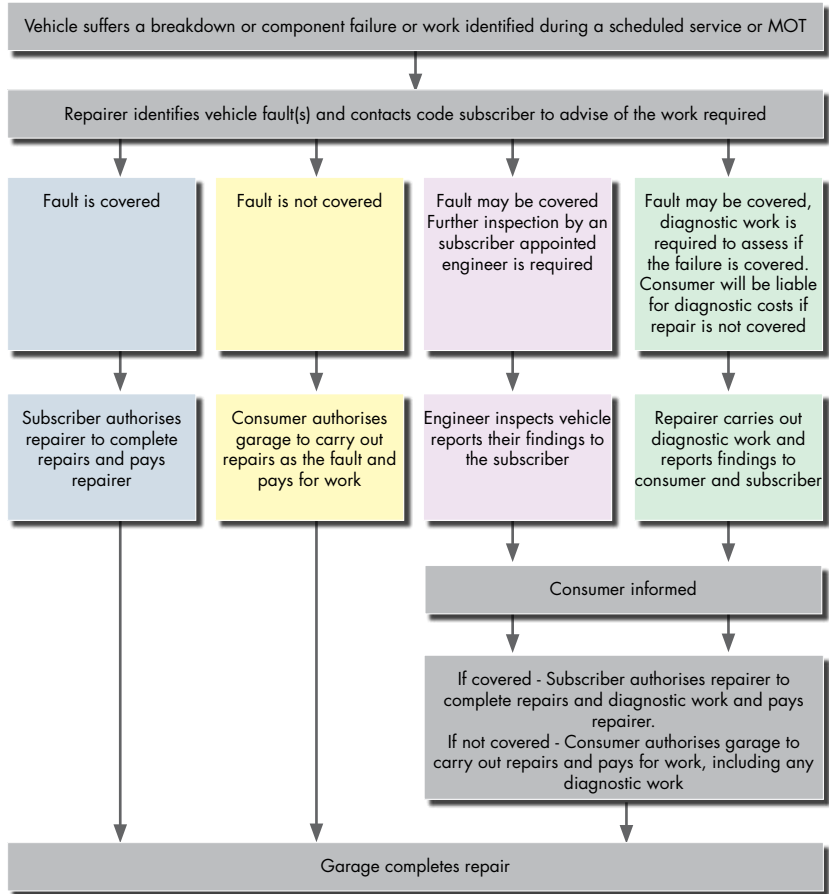
www.opsi.gov.uk
www.berr.gov.uk/consumers
www.of.gov.uk

Legislation referred to within the Code

Misrepresentation Act 1967
Consumer Transactions (Restrictions on Statements) Order 1976
Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)
Unfair Contract Terms Act 1977
Supply of Goods and Services Act 1982
Unfair Terms in Consumer Contracts Regulations 1999
Consumer Protection (Distance Selling) Regulations 2000
Financial Services and Markets Act 2000
Distance Marketing of Consumer Financial Services Directive 2002/65/EC
Insurance Mediation Directive 2002/92/EC
Business Protection from Misleading Marketing Regulations 2008
Consumer Protection from Unfair Trading Regulations 2008

Stages of a Vehicle Warranty Product Claim

Excluding breakdown and financial shortfall products.





MOTOR INDUSTRY
CODE OF PRACTICE

Vehicle Warranty Products

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