

# The Motor Industry Code of Practice for Vehicle Sales

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**The Motor Industry Code of Practice for Vehicle Sales**

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 Vehicle Sales (the “Vehicle Sales Code”), which confirms commitments made by garages, dealers and businesses which are accredited by The Motor Ombudsman to the Vehicle Sales Code regarding their obligations in the provision of the sale of both new and used Vehicles and the customer purchase experience.

The Vehicle Sales Code covers Vehicle sales, both new and used, transacted over any medium, and includes ‘face-to-face’ sales (i.e. those made at the premises of the Accredited Business or at the premises of another third party) and distance sales (e.g. sales made over the internet or via telephone).

Accredited Businesses are obliged to accept the Vehicle Sales Code in its entirety and ensure that their staff are aware of their responsibilities under the Vehicle Sales Code, as well as their statutory legal and trading responsibilities including, but not limited to, those listed on **[www.TheMotorOmbudsman.org/Legislation](http://www.TheMotorOmbudsman.org/Legislation)**

Accredited Businesses must inform Consumers of the Vehicle Sales Code and direct them to their complaints process and make them 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 the Vehicle Sales Code are not intended to interpret, qualify or supplement the law, and are intended to be applied to business to Consumer contracts only. Auction sales are not covered within the scope of the Vehicle Sales Code. The Vehicle Sales Code covers Vehicle sales and transactions which take place in the United Kingdom only.

A Consumer information leaflet (“the Consumer Guide”), to accompany the Motor Industry Code of Practice for Vehicle Sales, is available from Accredited Businesses or to download from: **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

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

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# Definitions

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## 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.

## 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.

## Legal Owner

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

## Extended Warranty

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

## New Vehicle

A Vehicle that has had no previous Legal Owners.

## 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.

## 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.

## Optional Extras

Anything that is not included in the standard Specification of the Vehicle that you may need to pay extra for. This includes, but is not limited to, parking sensors, premium paint, or an additional product, like paint protection or minor damage protection.

## Pre-registered Vehicle

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

## Registered Keeper

The person named on the Vehicle's V5C Logbook as responsible for ensuring the Vehicle is taxed, insured, and has a valid MOT. The Registered Keeper is not always the Legal Owner of the Vehicle.

## Routine Service

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

## 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.

**Used Vehicle**

Any Vehicle that has had prior Legal 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 must be owned by a Consumer and mainly be used for personal use.

**Vehicle Provenance Check**

An assessment provided by various businesses concerning the history of a Vehicle. They will use data from many sources to provide reassurance that a Used Vehicle offered for sale is not a stolen Vehicle, has not had any insurance write-offs, and is free of finance. They may also be able to verify the

number of former keepers, the Vehicle's mileage and whether any safety recalls are outstanding on the Vehicle.

**Vulnerable Consumer**

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

**V5C**

The log book provided by the Driver Vehicle Licensing Agency (DVLA) to show who is the Registered Keeper of the Vehicle.

**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 Vehicle Sales 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 comparison between Vehicle models within advertisements will not confuse or mislead you. Advertisements will objectively compare models based on relevant and verifiable features, which may include the price.
- 1.4** Where advertisements quote the price of one model in any model range, but depict another model, the actual price of the depicted model will be clearly shown and distinguished from the quoted model.
- 1.5** The price quoted for a Vehicle should be the 'On The Road' price for which you can buy the Vehicle. It will be made clear whether Optional Extras are included in the advertised price or not.
- 1.6** The Accredited Business will ensure that any fees applicable to the transaction, such as administration fees, are clearly highlighted and form part of the advertised price of the Vehicle.
- 1.7** The words 'guarantee' or 'warranty' will not be used in advertising unless the full terms of the guarantee or warranty are set out clearly within the advertisement or are available at the point of sale. Warranties or guarantees are in addition to a Consumer's statutory rights.
- 1.8** Accredited Businesses will not use statements that appear to diminish their legal obligations such as "sold as seen", "no refund", "sold as scrap", even if they use a disclaimer about not affecting your statutory rights.
- 1.9** When selling direct or through the use of an Agent, the Accredited Business will remain responsible for representations of their Agent and their authorised staff. The Accredited Business will provide suitable training, literature, and audit process for their Agents.



## What This Commitment Means to You

- 2.1** Where available to view, Vehicles will be displayed in normal conditions with clear and accurate descriptions.
- 2.2** All Vehicle prices will reflect the current advertised price of that specific Vehicle.
- 2.3** All Vehicles will be free of finance, clear of category A, B, S and N write-off, supported by a Vehicle Provenance Check and have a V5C log book available.
- 2.4** Test drives will be made available to you unless expressly excluded.
- 2.5** The Accredited Business will welcome any inspections of the Vehicle by third parties on your behalf, so long as these are arranged with them before the inspector's visit.
- 2.6** The Accredited Business will only make claims about the Vehicle's mileage if this can be verified.
- 2.7** Where Vehicles are advertised online or in brochures, sufficient images and relevant information will be provided for you to carry out an effective evaluation of the Vehicle before purchase.
- 2.8** Where a Used Vehicle is sold online, the Accredited Business will use images of the actual Vehicle being presented for sale.
- 2.9** All Used Vehicles will be subject to a pre-sales inspection in accordance with a checklist that conforms to the requirements shown in the Appendix to this Code. The checklist must be completed before the Vehicle is offered for sale, and a copy or link provided to you prior to the point of sale.
- 2.10** Vehicles must be sold in a safe and roadworthy condition. Any faults or severely worn components identified during the pre-sales inspection must be recorded and rectified prior to the sale of the Vehicle.
- 2.11** The Accredited Business will provide you with any information that might affect your decision to purchase the Vehicle and will not withhold any information that you need to make an informed decision. This includes, but is not limited to, the Vehicle's history and usage.
- 2.12** Where a Vehicle has been pre-registered by the Accredited Business, this will be made clear to you in all materials relating to the Vehicle.





# Presentation of New Vehicles for Sale

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## What This Commitment Means to You

- 3.1** The Accredited Business will ensure Vehicle environmental labels will be displayed on all New Vehicles for sale. This includes fuel consumption figures and, for Alternatively Fuelled Vehicles, range figures.
- 3.2** Test drives will be made available to you unless expressly excluded.
- 3.3** Where Vehicles are advertised online or in brochures, sufficient images and relevant information will be provided for you to carry out an effective evaluation of the Vehicle prior to purchase.
- 3.4** When ordering a New Vehicle, the Accredited Business will provide you with an estimated delivery date for your New Vehicle.
- 3.5** If the delivery date of your Vehicle is delayed or amended, the Accredited Business will work with you to find a solution, which may include allowing you to leave the agreement.
- 3.6** Any price quoted should be the On the Road Price though this will not apply if you select any Optional Extras.
- 3.7** The Accredited Business will make the differences between Vehicle models clear, including their features and their price, so you can make an informed decision and understand the impact on the cost of the Vehicle.





## What This Commitment Means to You

- 4.1** The Accredited Business will give you time and help you to consider the offer. You will not be forced into making any on-the-spot decisions and high-pressure selling tactics will not be used.
- 4.2** The Accredited Business will use their knowledge and experience to ensure you have the opportunity to make an informed decision to purchase.
- 4.3** The Accredited Business will be clear on the specifics of their Vehicles and sales processes, including the terms of any contractual documents.
- 4.4** Where a Vehicle sale is concluded off-premises or at a distance, the Accredited Business will provide all required information, including making clear your right to cancel within 14 days of either placing the order or taking delivery of the Vehicle.
- 4.5** Where Vehicles are being sold on finance, the Accredited Business will ensure they are compliant with all Financial Conduct Authority requirements and regulations, and that they explain any financial terms or benefits in full so you can make an informed decision on whether finance is right for you and, if so, which type.
- 4.6** Where Vehicles are subject to third party ownership, such as leases or subscription services, the Accredited Business will ensure they are compliant with all Financial Conduct Authority (FCA) and British Vehicle Rental and Leasing Association (BVRLA) requirements and regulations, and that they explain any financial terms or benefits in full so you can make an informed decision on whether any of these products are right for you and, if so, which type.
- 4.7** Where a deposit is required, the terms and conditions of the deposit will be made clear to you, including whether the deposit is refundable or not.
- 4.8** If you part-exchange a Vehicle, the Accredited Business will not mislead you about its value. If the part-exchange price of your Vehicle changes prior to purchase for reasons outside of the Accredited Business' control, they will inform you within a reasonable period and give you the opportunity to end the contract.
- 4.9** Any restrictions on the sale as a result of or in connection with any promotional offers will be clearly stated.
- 4.10** For New Vehicles, the Accredited Business will register the Vehicle with the DVLA using the appropriate documentation.



## The Sales Process (cont.)

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- 4.11** For Used Vehicles, the Accredited Business will ensure the Vehicle is registered with the DVLA using the V5C, which will be completed where appropriate by the Accredited Business, and that the DVLA and yourself are provided with the relevant documentation.
- 4.12** Where you appear to need additional support, the Accredited Business will take time and adapt their communication to ensure you understand all aspects of the transaction.
- 4.13** If you disclose during discussions that you are in a time of stress or distress, the Accredited Business will take extra steps to make sure you understand all aspects of the transaction.
- 4.14** Accredited Businesses will adapt their sales processes and have satisfactory provisions in place to attend to the needs of any Vulnerable Consumer.
- 4.15** If you need additional support for any reason, the Accredited Business should accommodate you bringing a person with you to help you with your decision.
- 4.16** 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.
- 4.17** If you are purchasing a Vehicle with Driver Assistance Systems and/or Self-Driving features, the Accredited Business will provide you with clear advice and guidance – in plain language – about these features and what they mean for you, so you can make an informed decision to purchase.
- 4.18** 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, in particular your responsibilities as the driver.
- 4.19** The Accredited Business will explain to you the way in which any Self-Driving Features work, in particular the circumstances in which the feature can function and any limitations



## What This Commitment Means to You

- 5.1** Where a warranty is being purchased or provided with a Used Vehicle, the Accredited Business will provide you with appropriate information so you understand the cover provided to you, including any limitations or exclusions.
- 5.2** Any warranty is in addition to and does not affect your statutory rights. Each warranty must include a statement that makes this clear to you.
- 5.3** The transfer of the unexpired portion of the New Vehicle Warranty to a subsequent Legal Owner and/or Registered Keeper is permitted by all businesses accredited to the Code of Practice for New Cars. Any further warranty period beyond the minimum period offered by the Accredited Business is at their discretion, and may be subject to terms and conditions that will be clearly stated. More information about the Code of Practice for New Cars and its Accredited Businesses can be found at **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**
- 5.4** All warranty documentation will be written in plain language and will be supplied to you either at the time of purchase or within three working days.
- 5.5** Where you are purchasing a Pre-Registered Vehicle, the Accredited Business will clearly explain how long is left of the New Vehicle Warranty.
- 5.6** High-pressure selling techniques will not be used in the sale of any warranty products, and if you are unhappy with the product for any reason, you will have 14 days to cancel the product from when you receive the agreement.
- 5.7** An Accredited Business will not use any warranty or guarantee as a means of evading their legal obligations to you.
- 5.8** Where an Accredited Business offers products that are insured, they will either be authorised by the Financial Conduct Authority (FCA) or be an appointed representative of an authorised firm permitted to sell any general insurance product or other regulated activity.
- 5.9** Details of any warranty or guarantee will be provided in writing, including the terms and conditions.



# Accessories and Other Optional Extras

## What This Commitment Means to You

- 6.1** The Accredited Business will ensure that you are provided with sufficient information about any accessories and/or other Optional Extras to enable you to make an informed decision to purchase.
- 6.2** The Accredited Business will provide you with a copy of any terms and conditions, where applicable to the accessory and/or other Optional Extra being purchased, in writing.
- 6.3** Where an accessory and/or Optional Extra has a cancellation period, the Accredited Business will make this clear to you. If due to the nature of the product a cancellation period cannot apply, the Accredited Business will make this clear to you and ensure you understand the implications of this.
- 6.4** Where selling directly to the Consumer, the Accredited Business will ensure that any goods supplied, whether accessories or Optional Extras, are of satisfactory quality, fit for purpose and as described.
- 6.5** If the Accredited Business is installing an accessory and/or an Optional Extra, they will ensure this is carried out with reasonable care and skill, and will ensure that any issues are swiftly rectified.
- 6.6** If the Accredited Business subcontracts any work to another party, for example the installation of an accessory, they will remain responsible for the quality of that work.
- 6.7** The Accredited Business will inform you about whether any Warranties apply to the accessories and/or Optional Extras and, if so, the applicable terms and conditions. The Accredited Business will not use any Warranty to evade your statutory rights.
- 6.8** Where the Accredited Business is selling a Vehicle as part of a bundle, for example if an Alternatively Fuelled Vehicle is sold with an energy tariff and/or charge point, they will clearly explain who is responsible for any issues experienced and provide assistance and guidance to resolve the problem.



## What This Commitment Means to You

- 7.1** 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.
- 7.2** The Accredited Business will ensure that any claims made about the Service Plan's savings compared to purchasing each service individually can be verified.
- 7.3** Where selling directly, the Accredited Business will ensure the product offered is suitable for your needs.
- 7.4** The Accredited Business will avoid the use of high-pressure selling techniques.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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.
- 7.8** 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.

- 7.9** 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.





# Taking Delivery and Aftersales

## What This Commitment Means to You

- 8.1** When you take delivery of your Vehicle, you will be made aware of the aftersales service available, including details of the Accredited Business's complaints procedure and an aftersales support contact.
- 8.2** You will receive a full documented handover of the Vehicle, including its operation. Where appropriate, all historic literature and documentation available to the Accredited Business will be provided to you, including a copy of the current MOT certificate and, if applicable, the Vehicle's service history.
- 8.3** Where the Vehicle you have purchased includes both Driver Assistance Systems and Self-Driving Features, the Accredited Business will provide you with clear information during the handover, in plain language, to ensure you understand the difference between the two, how they function and your role as the driver of the Vehicle.
- 8.4** Where the Vehicle you have purchased includes Self-Driving Features, the Accredited Business will explain to you at handover how these specific feature(s) work, your responsibilities as the driver, and will provide practical assistance to help you understand them alongside the usual handover process. Where available, the Accredited Business may also provide you with additional training and materials to ensure you understand how any Self-Driving Features function and their limitations.
- 8.5** All documents supplied with Vehicles, including invoices and any other sales literature, will be written in plain language.
- 8.6** Accredited Businesses will ensure that, at all times, they meet their obligations to you under the Consumer Rights Act 2015 and the Road Traffic Act 1988. This includes, but is not limited to, ensuring they sell a Vehicle that is fit for its intended purpose(s), of satisfactory quality and as described. This does not include any defects either specifically brought to your attention or that would have been identified during a reasonable inspection of the Vehicle before agreeing to purchase it.
- 8.7** After you take delivery of your Vehicle, the Accredited Business will assist and support you wherever possible.
- 8.8** The Accredited Business will not use premium-rate telephone numbers in the provision of its aftersales service.
- 8.9** Accredited Businesses will ensure that in the event of a problem with your Vehicle and/or the sales process, they will abide by the applicable legislation to ensure that the problem is resolved appropriately.
- 8.10** When selling direct or through the use of an Agent, the Accredited Business will ensure handover procedures by any Agent for that process meet the standards of the Code of Practice and remain liable for any breaches.
- 8.11** Where a Vehicle is subject to third party ownership, the Accredited Business will ensure that any other obligations or commitments under the Vehicle Sales Code are not diminished in any way.



## Guidance on Handling Complaints

- 9.1** The Accredited Business will ensure that they always treat you professionally and fairly, delivering a high standard of customer service.
- 9.2** The Accredited Business will have in place an accessible arrangement for the handling of complaints, suitable for all Consumers, including Vulnerable Consumers and those who do not have digital access.
- 9.3** 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.
- 9.4** 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 Vehicle Sales.
- 9.5** The Accredited Business will provide details of their complaints procedure on request.
- 9.6** 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.
- 9.7** 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.
- 9.8** The Accredited Business will give every assistance to The Motor Ombudsman whilst they are investigating a complaint so a conclusion can be reached.
- 9.9** 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 where required.
- 9.10** 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.





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# Appendix

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## 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 8 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 Vehicle Sales 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 your 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](http://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](http://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 Vehicle Sales 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 Vehicle Sales Products Code and Accredited Business compliance with the Vehicle Sales Code. ICAP will also meet to review cases of persistent or serious breaches of the Vehicle Sales 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 Vehicle Sales 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 Vehicle Sales 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](http://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.



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## Appendix (cont.)

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### Customer Satisfaction Survey

The customer satisfaction survey is used to monitor Accredited Business' performance under the Vehicle Sales 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\*\*](http://www.TheMotorOmbudsman.org/Reviews)

### Data

For the purpose of monitoring and resolving complaints, and monitoring compliance with the Vehicle Sales 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\*\*](http://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.



# Used Vehicle pre-sales minimum standards checklist

In line with section 2.9, Accredited Businesses will be required to complete a Used Vehicle pre-sales checklist prior to sale which will conform with the following minimum set of standards.

This is to ensure the Vehicle has been sufficiently checked and is in a roadworthy condition prior to sale.

Vehicle Checklist item
<b>Body exterior</b>
Panel condition/alignment
Paintwork
Exterior trim
Glass/mirrors
Bumpers/number plates
Door locks/operation
Fuel filler cover/petrol cap
Soft top-tonneau condition
Body damage
Past repair evident
Corrosion
Mud flaps
<b>Engine compartment</b>
Coolant level/condition/antifreeze strength
Radiator, cap & hoses (head gasket)
Power steering fluid level/condition
Battery level/condition
Engine oil level/condition
Brake fluid, level/condition/boil point
Drive belts
Clutch fluid level
Water pump
Fuel pump/pipes
Excess fumes/smoke
Fluid leaks – engine/underside/fuel

Vehicle Checklist item
<b>Electrical controls</b>
Lighting – all, including reverse and fog lights
Electric windows/sunroof/convertible roof
Wipers/washers
Headlamp wash/wipe
Heating/air conditioning – operation
Entertainment incl. sat nav and accessories
Electric seats
Electric mirrors
Malfunction indicator lamps
Controls/switches/instruments/horn
<b>Interior/luggage compartment</b>
Steering wheel alignment/adjustment
Seat upholstery/adjustment/belts
Mirrors
Carpets
Door trims/panels
Illumination lights
Headlining/visors
Dash panel (condition)
Tool kit
Rear parcel shelf
Boot/tailgate lock
Door fittings/operations/seals/hinges/trim
Cigarette lighter/12V socket/Connectivity charging points

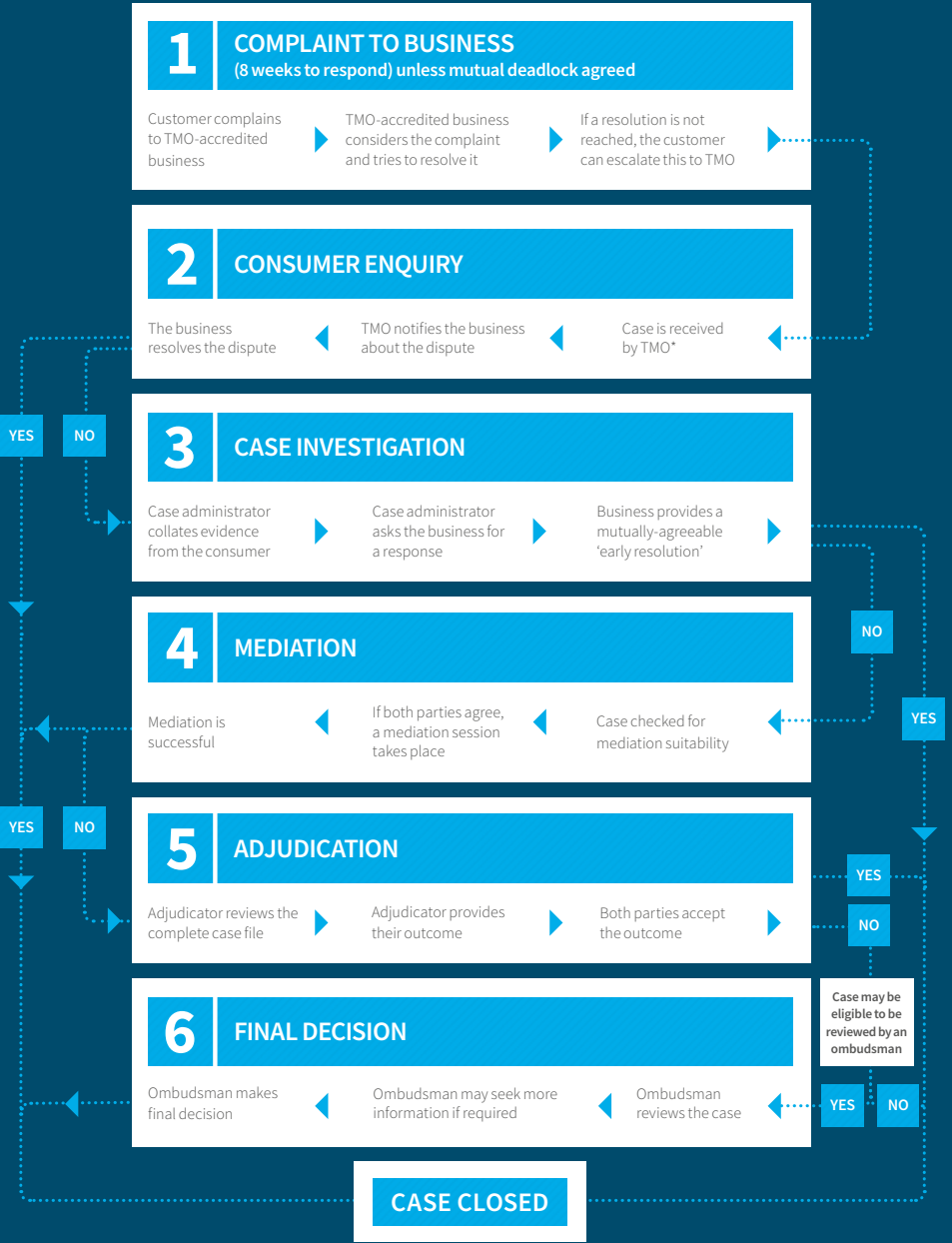
Vehicle Checklist item
<b>Front suspension and steering</b>
Steering components – condition
Suspension (front) – condition & drive shafts
Suspension (rear) – condition & drive shafts
Wheels hubs/bearings
Pipes/hoses/gaiters
Corrosion protection
Corrosion - floor/chassis
Tie bars/anti-roll bars
<b>Clutch/transmission – manual</b>
Cables/adjustments/fluid/oil leaks
Casings/mountings/gaiters
Linkages/(wear) universal/sliding joints
Prop shaft/drive shaft
Bearings/supports
Four-wheel drive transmission
Hydraulic system
<b>Wheels and tyres</b>
OSF tyre conditions mm/size/pressure
OSR tyre conditions mm/size/pressure
NSR tyre conditions mm/size/pressure
Spare tyre conditions mm/size/pressure
Wheel condition OSF/OSR/NSR/NSF/Spare
<b>Clutch/Brakes transmission – manual</b>
Master cylinder security
Servo/power system
Flexible hoses/pipes/connections/fluid leaks
Pipes/connections/fluid leaks
Discs/pads (if visible)
H/brake/operation adjustment/linkage
Pedal/linkage

Vehicle Checklist item
<b>Exhaust system</b>
Manifold/pipes
Heat shields/mountings
Joints/couplings
Silencer(s) catalyst
<b>Fuel system</b>
Tank/fixings/evidence of leaks
Fuel lines
Breather pipes
<b>Road test</b>
Engine – performance/noise
Excess smoke
Overheating evidence
Gearbox operation/noise level
Auto changes/kick down
Final drive operation/noise level
Clutch operation
4WD operation
Cooling fan operation
Instrument/controls function
Steering wheel alignment
Steering effort/general steering/handling
Footbrake operation
Hand/parking brake operation
Suspension noise
Road holding/stability
Hot restarting
Warning lights
Cruise control
<b>Office checks</b>
Service history checks
Provenance check
Mileage validation checks (km/miles)
Previous keeper/seller checks
Cam belt history/due
DVSA or TMO safety recalls check





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

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The Motor Ombudsman telephone:

**0345 241 3008**

The Motor Ombudsman website:

**[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

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