

MTA Dealer Warranty

What does the MTA Dealer Warranty mean?

- The MTA Dealer Warranty gives customers confidence in the soundness of qualifying motor vehicles purchased from MTA Dealers.
- The MTA Dealer Warranty is given to purchasers of qualifying motor vehicles at no extra cost.
- The MTA Dealer Warranty means that the MTA Dealer will ensure that any defects that arise in a qualifying motor vehicle during the period that the Warranty is valid are repaired (subject to the exclusions set out below). This may involve the MTA Dealer covering the reasonable cost of parts and labour to repair any defects or may involve the MTA Dealer paying the excess on any applicable mechanical warranty.
- The MTA Dealer Warranty is valid; in the case of a Category One qualifying motor vehicle, for the earlier of 100 days from the date of sale or 5,000km and in the case of a Category Two qualifying motor vehicle, for the earlier of 30 days from the date of sale or 3,000km.
 - A Category One qualifying motor vehicle is a vehicle sold by an MTA Dealer that is less than 10 years old and has travelled less than 100,000km. Motorcycles, commercial vehicles or vehicles intended for commercial use are not qualifying motor vehicles.
 - A Category Two qualifying motor vehicle is a vehicle sold by an MTA Dealer that is more than 10 years old and has travelled more than 100,000km. Motorcycles, commercial vehicles or vehicles intended for commercial use are not qualifying motor vehicles.

Exclusions.

- The MTA Dealer Warranty excludes motorcycles, commercial vehicles and vehicles used for commercial purposes. This means vehicles over 3500GVM and cars used for business purposes.
- The MTA Dealer Warranty does not apply if the qualifying motor vehicle has been used in an inappropriate manner that is not considered to be a normal use for that qualifying motor vehicle.
- The MTA Dealer Warranty does not apply if any modifications are made to the qualifying motor vehicle after purchase that means that the vehicle is outside the manufacturer's original specifications.
- The MTA Dealer Warranty does not apply to audio and navigation systems, consumables (fluids, batteries, tyres, brake pads), shock absorbers, corrosion, paintwork and items replaced during servicing.
- If the vehicle is used in any form of racing competitions the MTA Dealer Warranty no longer applies.
- The MTA Dealer Warranty does not apply if the customer has the qualifying motor vehicle repaired without first obtaining the MTA Dealer's approval.

If any of the exclusions apply then the MTA Dealer Warranty does not apply and is invalid.

Defining customer responsibilities.

- The customer must take reasonable steps to protect the qualifying motor vehicle from the incidence of breakdown.
- The customer must ensure that the qualifying motor vehicle is not used in an inappropriate manner or used in any way that is not considered normal use for that qualifying motor vehicle.
- The customer must comply with the manufacturer's recommendations as to safety, maintenance and the operation of the qualifying motor vehicle.
- The customer must contact the MTA Dealer as soon as a defect arises.

Process for remedying defects.

- If a defect arises in the qualifying motor vehicle the customer must immediately contact the MTA Dealer. The customer cannot have the qualifying motor vehicle repaired, as a failure to seek prior approval for repairs to commence will invalidate the MTA Dealer Warranty.
- In the event that the MTA Warranty is valid and applicable and none of the exclusions apply so as to invalidate the Warranty, the MTA Dealer will nominate an MTA Repairer to carry out remedial work.
- If the MTA Repairer is located in excess of 50 kilometres from the customer's home the MTA Dealer will meet reasonable costs in transporting the vehicle.
- If dismantling is required to assess whether the MTA Dealer Warranty applies, the customer will be reimbursed if the claim is valid. This means that the customer must authorise any dismantling.
- The customer must submit complete invoices to the MTA Dealer which detail repairs, parts and labour together with any outwork. Any repairs, parts and labour will not be accepted without prior approval of the MTA Dealer.

If the Warranty is disputed?

- In the event that the MTA Dealer disputes the MTA Dealer Warranty or the customer is not satisfied with a repair, the customer should contact the MTA Call Centre to outline the complaint.
- If it is not clear whether or not the MTA Dealer Warranty applies, or a customer is not satisfied with the repair or the matter is complicated, the complaint will be considered by a panel composed of MTA National Office staff. If the panel concludes that the MTA Dealer Warranty applies and that the dealer must honour the MTA Dealer Warranty and the dealer does not do so then:
 - The MTA Dealer's membership of MTA will be reviewed by the Board of Directors; and
 - MTA will honour the MTA Dealer Warranty in the dealer's place. MTA's liability is capped at \$5,000 per qualifying motor vehicle. Customers are required to have the repairs completed at an MTA Repairer nominated by MTA.

Note: The MTA Dealer Warranty in no way abrogates the customer's rights in terms of the Consumer Guarantees Act 1993.