

## MTA Dealer Warranty

### 1. 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
- is given at no extra cost to purchasers of qualifying motor vehicles
- means that the MTA dealer will remedy any defects (subject to the exclusions set out below) that arise in a qualifying motor vehicle during the period that the MTA Dealer Warranty is valid. This may involve the MTA dealer covering the reasonable cost of parts and labour to remedy any defects
- 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 fewer than 125,000km.
- a Category Two qualifying motor vehicle is a vehicle sold by an MTA dealer that is:
  - more than 10 years old, or
  - has travelled more than 125,000km
- motorcycles, commercial vehicles or vehicles intended for commercial use are not qualifying motor vehicles.

### 2. Exclusions

The MTA Dealer Warranty does not apply:

- to motorcycles and vehicles used for commercial purposes
- if the qualifying motor vehicle has been/is used in an inappropriate manner that is considered not to be a normal use for that motor vehicle
- if the qualifying motor vehicle has been modified so it no longer complies with the manufacturer's original specifications
- to audio and navigation systems, consumables (fluids, batteries and tyres), corrosion, paintwork and items replaced during routine servicing
- if the vehicle is used in any form of racing competition
- if the customer has remedial work carried out to the qualifying motor vehicle 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.

### **3. Defining customer responsibilities**

The customer must:

- ensure that the qualifying motor vehicle is not used in an inappropriate manner or used in any way that is considered not normal use for that qualifying motor vehicle
- comply with the manufacturer's recommendations as to safety, maintenance and the operation of the qualifying motor vehicle
- contact the MTA dealer immediately, should a defect arise.

### **4. Process for remedying defects**

- In the event that the MTA Dealer 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 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 elsewhere without prior consent of the MTA dealer. Failure to seek approval before the repairs commence will invalidate the MTA Dealer Warranty.
- If the MTA repairer is located in excess of 50 kilometres from the customer's home the MTA dealer will meet reasonable costs of transporting the vehicle to any MTA repairer nominated by the MTA dealer.
- 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 initially authorise and pay for any dismantling and fault diagnosis.
- Where work is carried out by any MTA repairer, with prior approval of the dealer, the customer must submit complete invoices to the MTA dealer which detail repairs, parts and labour together with any outwork.

### **5. If the warranty is disputed?**

- In the event that the applicability of the MTA Dealer Warranty is disputed or the customer is not satisfied with a repair, either party can contact the MTA Mediation Centre to outline the nature of the dispute.
- If it is not clear whether the MTA Repairer Warranty applies, or a customer is not satisfied with the repair, or the matter is complicated, the complaint will be considered by a panel appointed by MTA's CEO. The panel will consider all legislation relating to the dispute.
- If the panel concludes that the MTA Dealer Warranty applies, then the dealer must honour the MTA Dealer Warranty. If the dealer fails to do so, their MTA membership will be reviewed by the Board of Directors.

*Note – the MTA Dealer Warranty in no way removes the customer's rights in terms of the Consumer Guarantees Act 1993.*