



*The Association of Manufacturers
of Domestic Appliances*

Code of Practice

GUIDANCE ON CUSTOMER CARE

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AMDEA is the UK trade association for manufacturers of domestic appliances representing over 80% of the domestic appliance industry.

AMDEA members are proud of their products and expect that their customers will be happy with their purchases.

Our members' products all come with commercial guarantees and for some appliances these now cover several years. Where a product is under guarantee¹ if something should go wrong it is normally very straightforward to resolve. Many large appliances will last much longer if they are properly maintained and serviced at regular intervals and in the case of gas appliances such servicing must be carried out by Gas Safe Register accredited contractors.

The purpose of this document is to inform consumers about AMDEA members' commitment to their customers and their willingness to rectify consumer product-related issues in an open and transparent way

“This guarantee does not affect your statutory rights”

The term “**statutory rights**” refers to a suite of legislation often summarised as the “Sale of Goods Act”. The UK legislation has been amended in line with EU Directives but an important difference is the length of what the EU refers to as the “**guarantee of conformity**”.

This term is **not** a guarantee of how long a product should last but gives consumers a period of time in which to complain to a retailer if they believe that a product was faulty when they bought it.

The EU Directive gives consumers two years from the date of purchase in which to do this. However in the UK the time limit is longer – 5 years in Scotland and 6 in England and Wales.

These rights are quite separate from a **commercial guarantee** offered by a manufacturer which is completely voluntary on their part and may be for any period the manufacturer wishes to offer. For many products a commercial guarantee will be one or two years but other products may be guaranteed for longer or shorter periods, though here may be an option to pay for an extension – this is not the same as an “**extended warranty**” which is a separate insurance offered by manufacturers, retailers and insurance companies.

Under guarantee

If a product develops a fault while still covered by the manufacturer's guarantee you can contact the manufacturer or their agent directly on the number/website given in the handbook. Likewise if you have an extended warranty this will normally give a contact number/website for enquiries.

You should be aware that there are terms and conditions attached to any guarantee and that the service offered is to bring the product back into full working use. There

¹ Please take the time to register your appliance, either by filling out the card or completing the form on the manufacturers' website.

is also no legal requirement for you to be offered any compensation, e.g. for inconvenience or loss of earnings.

Faulty products

If you believe that the product was faulty when you bought it you should go back to the retailer. In the UK consumers have 5-6 years (5 in Scotland) in which to report faulty goods and have some redress – this will be proportionate to the age of the product and may include replacement of the product (if it is nearly new) or repair (if this is a cost-effective option for the retailer) or perhaps money off the purchase of a replacement where repair is not a viable option. However, if the product is more than 6 months old the retailer is entitled to ask the customer to prove that the goods were faulty and not subsequently damaged by misuse/accident. This may be difficult to do and the cost of any third party assessment would have to be paid by the consumer. In some cases a retailer will offer to exchange the goods as a gesture of good will but they are not required to do this unless the product is faulty. In other cases the retailer may offer a credit voucher in exchange for the returned goods.

In addition, for “distance selling” i.e. mail order or internet purchases, customers have the right to cancel the contract within 14 days of receiving the item and must then return the goods within another 14 days. In these cases the retailer will refund all payments¹ though they are entitled to ask the consumer to pay for the return postage as long as this was explained in their original terms. Some retailers offer customers longer time periods even for face to face sales in which they can change their minds but this is a commercial decision on their part, not a legal requirement and they are entitled to refuse to take goods back if they are not faulty.

Repairs

If a product develops a fault and/or is more than 6 years old it is normally up to the consumer to decide whether they wish to buy a new product or to pay for the existing one to be repaired (if this is feasible). Consumers should note that in these circumstances the manufacturer is not legally obliged to offer any remedy, though AMDEA members would generally expect to assist their customers where possible.

If it is possible to repair the appliance (and parts are still available) you may choose to use a manufacturer’s repair service or an independent repair company.

AMDEA has a Code of Practice which sets out standard terms for this service² but you should expect there to be a charge for the repairer’s time and any spare parts required (which should be those approved by the manufacturer).

Collateral damage

We expect all our authorised repairers to take the greatest care when servicing or repairing appliances. However, accidents do happen and in the event that you believe that a repair has resulted in collateral damage you should contact the manufacturer. It is possible that your household insurance would cover you for any damage. The insurance company or the product manufacturer may ask you to obtain

² See page 7

more than one estimate or indeed may insist that an independent claims adjuster inspect the alleged damage.

Responsible manufacturers have dedicated staff who are competent to deal with your queries.

In addition, reputable manufacturers value consumers' custom and will always strive to solve their problems. In the vast majority of cases, this will be achieved with the minimum of delay or inconvenience. Sometimes, however, especially in the case of older products, there may be a short delay – if so, the manufacturer will explain why and, if the consumer feels unhappy about the situation, talk about alternatives.

All AMDEA Members have a consumer care department to ensure that any issues relating to product service or servicing efficiency can be quickly assessed and an appropriate course of corrective action taken to resolve the matter.

All AMDEA Members have complaints management systems. Their staff understand the contents and requirements of this AMDEA Code of Practice. Occasionally a product can fail again or you may be dissatisfied by the quality of repair. Always talk to the Manufacturer or Authorised Repair Agent first as they genuinely want to help you and need your support to come to an amicable resolution.

Should a consumer need independent advice, help is available from Citizens' Advice.

AMDEA will, where requested, provide assistance and guidance to ensure a rapid and satisfactory conciliation.

Where customers provide their personal details these will be protected by the Data Protection Act 1998 in all circumstances. Generally speaking the main reason to hold any customer's personal data is to enable us to contact you in the rare event of a problem. For instance if a fault were identified in a particular model we would be able to contact you to sort it out.

There are three main areas to be considered:

- Role of the Consumer
- Role of the Retailer
- Role of the Manufacturer or Authorised Repair Agent

Role of the Consumer

There are a few simple things you can do when you buy a product to avoid problems and to ensure rapid assistance if anything does go wrong.

First, read the instruction book. Manufacturers are continually improving their products, and the appliance you buy may operate differently from your old one. It will not take you long to understand how to use your new machine and look after it. There will be advice on how to maintain it in good working order and tips on some simple solutions to what might seem to be a problem. There will be special information on safety and performance, sometimes including advice on where not to

site it in your home. It is important to make sure your product has been installed by a competent person to the manufacturer's specifications - some appliances have specific legal requirements e.g. for a Gas Safe Registered installer.

Second, take time to look at other information provided with the product. This will usually include the brand and model details and your manufacturer's guarantee. It is a good idea to have a safe place in your home to keep all information like this so that if you need service you have all the relevant information to hand.

The instruction booklet will give a telephone number and/or website address as a helpline. Please do use this helpline as it is possible that somebody can advise you how to fix a problem yourself without the need of an engineer to call.

Most manufacturers have excellent websites where you can find out all kinds of information about your product.

What To Do If You Need Service

Extended warranty

Refer to your policy to find out how to book a service call. If you have moved or changed your surname since buying the appliance, please contact the Extended Warranty company to amend their details or your warranty will not be honoured. A temporary authorisation code is normally given by them to give you cover for an immediate repair.

All other cases

Ring the manufacturer's service number (this can be obtained from appliance instructions or the manufacturer's website and is also detailed at the end of this document).

Some Points to Remember

Check any Extended Warranty or Service Contracts to satisfy yourself that it is still valid, and that the problem is not in any listed Exclusions (for instance, the belt is broken in a vacuum cleaner or for a washing machine the inlet water taps are not turned on). If in any doubt call the Manufacturer or Authorised Repair Agent to seek their advice.

Have proof of purchase and all relevant warranty or contract certificates to hand when the engineer calls (the engineers are under instructions to charge otherwise).

It is important that an adult (over 18) is at home when the engineer calls and remains for the duration of the visit.

All appliances, built-in or free-standing need to be readily accessible. Appliances should be installed in accordance with the manufacturer's instructions so that if it is necessary to remove the appliance this can be done without risk of any damage.

In certain areas parking for an engineer's van is critical in the repair process. They need reasonably close access to carry heavy tools and spare parts so if there are parking restrictions you should make arrangements either using parking permits or your driveway to allow them to park.

Commercial use of a domestic appliance is normally outside the scope of any Guarantee provided, so always check with the repairer to ensure you are covered and what the charges could be.

Role of the Retailer

A Contract exists between the Consumer and the Retailer. In practice the retailer will use the expertise and support provided by the manufacturer to effect any repairs or resolutions.

Role of the Manufacturer or Authorised Repair Agent

Nobody knows your domestic household appliances better than the people who make them – and no one is more anxious to look after you when they occasionally go wrong. However well made, the fact is that a proportion of machines do occasionally develop faults. If that happens, the manufacturer aims to restore the appliance to working order as quickly as possible. Domestic appliances is a competitive industry, and each company adopts slightly different routines on appliance servicing and they will decide the best method to effect a repair for you. However, they have agreed a set of minimum – but high – levels of service that will be provided when you need their help. AMDEA members will often perform better than this, but their aim is never to fall below the standards set out here.

By using the manufacturer or their authorised agent you are getting assurance of quality and a safe repair as they will only use genuine approved parts and will operate in accordance with this Code and the AMDEA Testing After Repair Code, under which the engineer will test your product to ensure it is in an overall safe condition – not just in the area that they have worked on.

Subject to the terms of the AMDEA Manufacturer's guarantee, all valid repairs covered by it will be free of charge. If you use an unauthorised repairer you would be charged – and you might not be certain that an approved part was used in the repair (the guarantee may be invalidated for future work if this happens). Some manufacturers will fit free spare parts for a longer period than the basic guarantee, but their labour charge will apply. If you have taken out a manufacturer's extended warranty, you may get broader coverage than the guarantee (for accidental damage, for example) and no charge for the service call or parts.

The manufacturer's customer support team are trained to try and identify the exact problem over the phone. Very often it will be a simple problem that you can overcome without a service visit, but if any engineer is needed they will tell you whether a charge is applicable and what the pricing structure is.

The Manufacturers' Service Commitment

Subject to our terms and conditions of guarantee we will restore the product to full working order as soon as possible.

We will aim to overcome any reasonable dissatisfaction which the user may have about the service provided.

When a visit to a consumer's home is required because of a breakdown, we will arrange a mutually convenient appointment for an engineer to attend which will often be within 2-3 working days of the original contact. The industry undertakes several thousand service calls each day so if your need is not urgent, they are more likely to be able to offer a choice of a morning or afternoon appointment. This Code covers the UK, but if you live in a remote area timescales for activities, like for other services, may vary.

Most service calls will be completed on the first visit, and if a second visit is needed to complete the repair the reason will be given. Every attempt will be made to complete the repair within a further seven working days. Exceptional circumstances preventing this will be explained to the consumer.

If a charge is to be made for a service visit, for example, where your appliance is no longer covered by the manufacturer's guarantee or the reason for the service visit is excluded from the guarantee, you will be told this at the time an appointment is made. The cost of any components required will be advised either at that stage or by the service engineer before fitting. Payment may be taken before the engineer's call by the contact centre, or on completion of the work, or by an invoice at a later date - please check which payment scheme the repairer operates. Receipts will be provided which will detail the work done, any components fitted and guarantees provided. In many cases there will be a fixed price or inclusive call out rate.

Where a product is delivered to a service workshop for repairs, the work to be done will be agreed, including any charges applicable, and in most cases completed within three working days. Additional time should be allowed for transportation.

The manufacturer will endeavour to provide functional components so that appliances may be serviced throughout the product's expected life. Different products have different life spans – and even two identical products can have varying life spans, depending on usage. If components are not available, they will discuss and agree an alternative solution with you – if this involves discounting the price of a replacement product, account will be taken of the use you have had of the original product up to that time. Remember some parts are manufactured by other companies and the manufacturers themselves will not have total control of the component parts supply past the cessation of production.

As a guide manufacturers try and retain functional spares for as long as there is a market for them and in most cases, well beyond. Due to the vast array of product types and the purchase price, the life cycle of all products can vary and therefore so can the length of time parts are to be supplied.

Upon completion of each service call, or work in a service workshop, procedures under the AMDEA Code on Testing After the Repair of Domestic Appliances will be followed to ensure the appliance is safe. This contains specific testing requirements

and states: 'After the appliance has been repaired, it shall be in a safe condition for further use.' Using a Manufacturer or Authorised Repair Agent affords you an assurance of safe, quality repairs.

Engineers will always try to assist customers as best they can and we would ask you to treat them with similar courtesy. We do not expect our staff to put up with aggressive or unpleasant behaviour and if you are unhappy with the service provided we would ask you to go through our formal procedures to resolve any issues you may have. *Should any employee feel threatened or receive abuse, either verbally or physically, the Manufacturer or agent reserves the right to withhold service and will support the employee with a legal prosecution*