



United
Kingdom

COMMERCIAL WARRANTIES

*Check List
for consumers*



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Help and advice
for consumers
in Europe



United Kingdom



European consumer legislation provides a set of rules to protect consumers across Europe when buying goods. Accordingly, if you encounter a problem with what you paid for, you are entitled to request the seller to provide for remedies, i.e. free of charge repair or replacement, or a refund.

Products such as some household durable goods and larger electrical goods typically come with a manufacturer's guarantee – an agreement that the manufacturer undertakes to carry out repairs or replace the item for a set period of time when something goes wrong and can be attributed to manufacturing defects. However, when you are buying an item, there is a very good chance that you will be offered to buy a warranty (or extended warranty), which provides cover for the unexpected failure or breakdown of goods, usually after the manufacturer's guarantee period is over.

If you are spending a lot of money, the idea of an extended warranty may seem to make sense. But do you really need it? And, is the warranty worth the extra cost?

Before you agree to a warranty, remember that:

Under EU rules, which are valid no matter where in the EU the goods are purchased, if the item does not comply with the description given by the seller, is not fit for its purpose or does not show a satisfactory quality and performance, you have the right to return the item to the retailer who should be able to repair or replace the item free of charge or refund you the cost of it. In most cases, if the fault becomes apparent within the first 6 months of delivery, it is presumed to have existed at the time of delivery of the item, unless the seller can prove the item was free from faults. If the defect arises after the initial six months, the seller can request that you prove the non-conformity of the item (which may take a form of an expert report stating the fault), before offering any remedies.

In England, Wales and Northern Ireland rules which protect consumers when buying goods are enforceable for 6 years from delivery of the goods. The same applies to Scotland for 5 years from delivery. Within this period you can bring an action against the seller for 'the lack of conformity'. Under national rules if the fault is major you have the right to reject the item and rescind the contract within a reasonable time after you bought it.

All commercial warranties or guarantees are optional and in addition to any right of redress consumers may have from a retailer under consumer legislation as the primary responsibility under consumer legislation rests with the retailer. The retailers are expected to make it clear that such purchases are optional as well as provide the information about statutory rights and that such warranties may be available from other parties.

What should you consider before buying a warranty (extended warranty)?



Check list for consumers





Consider whether you actually need a warranty

Check your home insurance policy as it may cover accidental damage to items such as computers or TV sets. Consider the cost of replacing the faulty item and compare this to the cost of the warranty. Extended warranties that are paid for on a monthly basis can be very expensive.



Watch out for high pressure selling of warranties at the point of sale

While you can obtain certain benefits by purchasing the warranty, remember it is in addition to your statutory rights and the extra cover is completely optional. In case of electrical goods it is expected of the retailers to advertise the fact of statutory rights being in place, extended warranties possibly being available from other parties, that your existing insurance may offer similar benefits, etc.



Ensure you have clear information on the costs and benefits of the warranty and make sure the warranty covers problems that you are likely to have

Check what the warranty is useful for and remember that you have statutory rights that protect you when something goes wrong and that the item may also come with a manufacturer's guarantee. Check what remedies are offered under the warranty and whether you will need to incur any costs (e.g. the cost of postage) to have the item repaired or replaced under the warranty. It is worth checking what is specifically excluded from the warranty cover (this can be particular components like batteries), whether the labour costs are paid under the warranty, etc.



Make sure you understand the procedure for claiming under the warranty

Who should you contact to make the claim? In order to benefit from the warranty do you need to report the issue within a certain period of time? How long do you need to allow the provider to repair the item? How many times is the provider allowed to try repairing the item before a replacement will be considered?



Make sure you know the duration and territorial scope of the warranty

The warranty is generally offered for a certain period of time. Consider whether you really need the additional warranty if it does not cover the product beyond the manufacturer's guarantee. Check the geographical scope of the warranty to determine whether it will be valid if you purchased the item in a different country than the one in which you may require servicing.



It is important to find out what the warranty does not cover

Exclusions to the warranty are important as they can impact your coverage, and may include improper installation, lack of proper maintenance, failure to report defects during the warranty period or incidental damage. The warranties also may or may not cover certain parts of goods in question (e.g. batteries). Check carefully what is covered and what is not under the warranty.

Useful information

Warranties are legally binding on the provider under the conditions laid down in the warranty statement and the associated advertising. On your request the warranty should be made available in writing or any other durable form available.

If you encounter a problem with the item you bought, remember you can always rely on your consumer statutory rights. You should contact the seller as soon as possible, preferably in writing and keep records of all steps that have been taken in order to resolve the matter. Please bear in mind that it is not unreasonable for a seller to request examination of the allegedly faulty product before offering any remedies or incurring any expenses (e.g. shipping cost). The remedy should be provided free of charge and within a reasonable time and without any significant inconvenience.

If the matter is not resolved to your satisfaction, contact your nearest ECC for further advice and assistance.

**You will find
the full list of
addresses on**

www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/guarantees-and-warranties

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