

RESPONSE TO THE ACCC NEW CAR RETAILING INDUSTRY MARKET STUDY DRAFT REPORT



Australian Automotive Aftermarket Association
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FOR FURTHER INFORMATION

Ms Lesley Yates
Senior Manager – Government
Relations and Advocacy
lyates@aaaa.com.au

AAAA National Office
Suite 16, Building 3
195 Wellington Road
Clayton VIC 3168

03 9545 3333
www.aaaa.com.au

AAAA: THE VOICE OF THE INDEPENDENT AFTERMARKET

The Australian Automotive Aftermarket Association (AAAA) is the national industry association representing manufacturers, distributors, wholesalers, importers and retailers of automotive parts and accessories, tools and equipment, and providers of vehicle service and repair, and modification services in Australia.

2,250



Member companies represented by the association in all categories of the Australian automotive aftermarket

Members include major national and multi-national corporations as well as a large number of independent small and medium size businesses

\$1b

AAAA member companies export over \$1 billion worth of Australian-manufactured product each year



The parts and maintenance sector is a large and critical component of Australia's \$200 billion automotive industry

40k

AAAA member companies employ more than 40,000 people



Member companies are located in metropolitan, regional and rural Australia

AAAA MEMBERS MANUFACTURE, DISTRIBUTE AND FIT MOTOR VEHICLE COMPONENTS THAT:

1 Are replaced regularly throughout the life of the vehicle because of normal wear and tear – e.g. oil, filters, tyres, wiper blades, spark plugs, bulbs, batteries and brake pads.

2 Last the life of the vehicle or are replaced irregularly during the life of the vehicle, usually as the result of a crash or a major mechanical failure – e.g. seats, instrument panels, engines, and transmission.

3 Are manufactured and distributed to service and maintain or enhance the appearance and performance of vehicles, including accessories, safety, comfort, appearance, entertainment and information, functional performance, body components, tools and equipment, mechanical, lubricants, additives and chemicals.

FOREWORD



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Stuart Charity
Executive Director

The Australian Automotive Aftermarket Association congratulates the ACCC on both the methodology adopted for this inquiry and the content of the Draft Report. In our experience, a major obstacle to achieving an outcome on access to vehicle repair and service information was cutting through the confusion created by vastly opposing views on the existence, and the extent of the problem. The ACCC has managed to break a five year impasse by undertaking extensive primary research, in addition to a forensic review of a sample of the claims. The definitive conclusions made by the ACCC are welcome:

- 1. Sharing of vehicle service and repair information is critical to a competitive market.**
- 2. Independent repairers have continuing problems accessing information.**
- 3. The voluntary regime has not worked.**
- 4. A mandatory scheme should be introduced.**

These four key findings provide a foundation for a sensible public policy conversation about what mandatory mechanism would be appropriate for the Australian context. We are optimistic that all industry players are now able to accept the competition umpire's decision.

The most important lesson of the last five years is that an effective solution will not happen without a mandatory solution. Any discretion given to the car industry on what information should or should not be shared will be fully exploited and will render the mandatory solution ineffective, just as it did with the Voluntary Heads of Agreement. The Heads of Agreement had solid principles, good intent, and clear objectives: Everything the dealer gets, the independent can get on fair and reasonable terms. Had these principles been followed, we would have achieved fair and open competition. And yet, these principles were systematically undermined by the FCAI internal code which effectively gave permission to any FCAI member to unilaterally deny access to any information they were not prepared to share.

We note that since the release of the Draft Report, the new car retailing industry is arguing that access to data and repair

and service information on fair and reasonable commercial terms should not be 'open slather'. We agree – repair and service information should be used responsibly by qualified mechanics in the same manner as it is today. Access to information is not new and it should be clear to everyone that some data is already accessed. The issue at present is that for independents it takes longer to find, it is not consistent, some classes of information are being systemically withheld, access is not predictable and some information may not be relevant for Australian specific models, all of which has an unacceptable impact on consumer rights and fair competition. The proposition that data should only be provided with a new set of conditions imposed is not acceptable and neither are the statements by car manufacturers that information will be made available, but only after security, safety, emissions related material is removed. We welcome the ACCC Draft Report that casts some doubt on the voracity of the 'security' claim and exposes the potential use of 'security' as a tactic to limit competition.

It should be remembered that a number of car companies used the FCAI code as the sole justification for refusing to provide paid access to their online data portals. The Draft Report states that the FCAI Code of Conduct provided exclusions that were relied upon by car makers to withhold required information. In our view, it is inconceivable that we would leave it up to that same body to decide on the definition of 'security-related' information and components.

We believe that the most relevant instrument in the Australian context would be to introduce a prescribed mandatory industry code under section 51AE of the Competition and Consumer Act 2010. In our view this Market Study is not complete without specifying what the appropriate instrument should be. All information that is provided to the dealership, should be available to independent repairers on fair and reasonable terms. Vehicle entry and immobiliser related components and information will require an additional level of security and traceability via repairer registration and background checks – and this process should be articulated as part of the mandatory solution.

We thank the ACCC for this comprehensive investigation into the New Car Retailing Industry. The preliminary findings contained in this report provide a solid platform for meaningful regulatory reform and the AAAA looks forward to working with the ACCC and government on the implementation of these reforms to ensure competition and choice for all Australian car owners.

Stuart Charity
Executive Director
Australian Automotive Aftermarket Association

RESPONSE TO CHAPTERS TWO TO SEVEN

Chapter:	Finding/Action:	Summary:	AAAA Comments:
Chapter 2	New Car Retailing Industry Characteristics	Agree	AAAA agrees with the assessment in Chapter 2.
Chapter 3: Consumer Guarantees And Warranties	<p>Draft recommendations on proposed amendments to enhance the ACL</p> <p><i>Proposal 1:</i> Where a good fails to meet the consumer guarantees within a short specified period of time, a consumer is entitled to a refund or replacement without needing to prove a ‘major failure’.</p> <p><i>Proposal 2:</i> Clarify that multiple non-major failures can amount to a major failure.</p> <p><i>Proposal 3:</i> Enhance disclosure in relation to extended warranties by requiring:</p> <ul style="list-style-type: none"> • Agreements for extended warranties to be clear and in writing. • Additional information in writing about what the ACL offers in comparison to the extended warranties. • a cooling-off period of ten working days (or an unlimited time if the supplier has not met their disclosure obligations) that must be disclosed and in writing. 	<p>Agree with findings</p> <p>Agree with the proposed actions as a first step</p>	<p>We agree with the finding that multiple non-major failures can amount to a major failure.</p> <p>AAAA has made a number of submissions to the review of ACL. We do agree with the ACCC findings and conclusions in regard to extended warranties offered for sale by the dealership.</p> <p>However, there are shortcomings when extended warranties are offered by the car manufacturer or dealer ‘free of charge’. These ‘free’ products often place additional obligations onto the consumer. The consumer is often required to only fit so called ‘genuine’ parts, and to only have the vehicle service at a franchise dealership of the brand of that vehicle from day one of ownership. This is a problem because whilst the manufacturer’s warranty is not conditional on using the dealer, the extended warranty can be conditioned and effectively overrides the manufacturer’s warranty. It is the use of the term warranty in different forms that leads to consumer confusion. It is quite understandable that consumers are confused: in the Draft Report three different warranties are described: express warranty, manufacturers’ warranty and extended warranty – it is confusing and the industry trades on the fear, uncertainty and doubt that this creates. Fear, uncertainty and doubt is the technique relied upon to ensure that consumers patronise a New Car Retailer’s service department. It is a difficult consumer education process to provide advice that a manufacturer’s warranty is not void (provided the consumer chooses an independent repairer with qualified staff and fit for purpose parts). But the extended warranty IS voided if the consumer goes outside the Dealership network. Confusing? Yes and that’s the intent. And it works. The consumer survey undertaken by the ACCC shows that the technique works.</p> <p>The ACCC consumer survey provided valuable insights into consumer perception regarding vehicle repair and servicing: 23% claimed using a dealership was mandatory under warranty, 22% worried about voiding warranty and 9% stated that it was mandatory according to logbook (page 49). AAAA would argue these responses are very similar and reflect a common theme; it would be interesting to see what the NET % is. Respondents can pick multiples so if we group these 3 together the total could be somewhere between 23% and 54%; certainly the NET makes warranty concerns a more significant factor/barrier to choice. The Executive Summary on page iv paragraph 3 eludes to this NET and AAAA agrees that the consumer study possibly under-represents the issue</p> <p>Steps to encourage the industry to be transparent about extended warranties have been underway for some time and yet these do not appear to be working. ACCC attention to the issue encourages transparent behaviour but as soon as the ACCC is not looking, the confusing terminology returns. Perhaps a longer term solution is a definition of ‘warranty’ versus the definition of a ‘service contract’. The dividing line between the two is that a service contract requires an obligation on behalf of the consumer – to return regularly to the point of sale for after-sales service and parts. An extended warranty has the original warranty conditions</p>

Chapter:	Finding/Action:	Summary:	AAAA Comments:
			<p>simply extended for an additional period of time. And the original warranty, in order to comply with Australian Consumer Law, cannot impose a condition that the consumer must have their vehicle serviced at a dealership of the brand of vehicle they purchased. Manufacturer's Warranty, Extended Warranty or Service Contract: the consumer should be in not doubt about which product is on offer, even if that product is offered 'free of charge'.</p> <p>We believe that the ACCC suggested actions are a good first step but we would contend that an additional action is to limit the use of the word 'warranty'. We would argue that the term 'extended warranty' is often used to describe a service contract rather than a warranty. The use of the term 'extended warranty' adds to the consumer's misconception that the manufacturer's warranty has expired and that ends their right to redress. As the report states, this is not so. The consumer continues to have statutory rights even when the manufacturer's warranty ends. But the term 'extended warranty' clearly implies that the consumer's rights have ended and new regime commences.</p> <p>Our contention would be that the actions proposed are sound but we would like to be reassured that they apply to consumers that receive an extended warranty as a free 'add on'. We would also contend that a way to resolve some of these issues permanently would be to limit the use of the word 'warranty' and ask that these 'add on' products are accurately described as service contracts or insurance policies.</p>
<p>Chapter 3: Consumer Guarantees And Warranties</p>	<p>ACCC action on consumer understanding of their rights</p> <p>ACCC action 3.1</p> <p>The ACCC will work with manufacturers and dealers to develop a concise and simple explanation of consumer guarantees and their interaction with warranties, which should, as industry best practice, be provided to consumers at the point of sale of a new car.</p>	<p>Agree with findings</p> <p>Actions could be strengthened</p>	<p>We note and agree with the findings in relation to the information that consumers receive at the point of sale of a new car. Over a period of 8 years we have provided evidence of logbooks from a range of car manufacturers that clearly contravene Australian Consumer Law. At best this information is confusing and at its worst, it is deliberately misleading.</p> <p>Logbooks/Point of Sale Written Information</p> <p>Whilst we appreciate that a standard explanation (concise and simple) will be a great step forward, this first step should be accompanied by regular audits of all material provided to consumers at the point of sale with enforcement action taken for non-compliance. Despite the number of examples that we have provided directly to the ACCC or to government inquiries, our experience shows that the logbook wording changes for a short time and then quickly reverts back to the state noted in the Draft Report. Sanctions for misleading wording should be swift and public – no change in long term behaviour will occur without compliance and enforcement action.</p> <p>Oral Advice</p> <p>Many of our members report that the consumer does not have an accurate understanding of their rights due to oral advice received when they purchase the vehicle. When a consumer is told that they will void their warranty if they have the car serviced outside the dealership, we recommend that the consumer ask new car retailers to provide that advice in writing - which rarely occurs.</p> <p>The high volume of complaints that we receive regarding oral advice from new car retailers would indicate that there is clearly a requirement for an ongoing consumer education campaign. The AAAA has engaged in direct consumer awareness campaigns (The Truth about New Car Servicing). The demand for our materials is outstripping our ability to supply the market, indicating that car owners are eager to receive clear information about their consumer rights.</p>

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			<p>The ACCC notes that “information provided is generally very limited and is usually not provided in a form consumers can retain, and refer to later” (Page viii). We would certainly agree with that statement and whilst the report focusses on the quality and accuracy of information provided at point of sale, if this information was also provided on the manufacturers’ websites it would enable consumers to have an enduring source of information. Most consumers are able to access the terms and conditions of their health insurance policies, their telecommunications contracts and broadband services on line. Their new car warranty should be no different.</p>
<p>Chapter 3: Consumer Guarantees And Warranties</p>	<p>ACCC action on consumer understanding of their rights</p> <p>ACCC action 3.2 To assist consumers better understand their rights when it comes to new car defects and failures, the ACCC will work with other ACL regulators to publish an updated version of <i>Motor vehicle sales & repairs - an industry guide to the Australian Consumer Law</i> (August 2013) to ensure that this publication addresses the issues identified in this study, including specific guidance on criteria for determining a ‘major failure’. Guidance may also be designed for use by businesses, including dealers, regarding their rights and obligations under the ACL.</p> <p>ACCC action 3.3 Instances of misleading or deceptive conduct, or misrepresentations, in relation to the use of independent repairers or non-OE spare parts will be targeted through action by the ACCC, including enforcement action where appropriate.</p>	<p>Agree with findings</p> <p>Actions could be strengthened</p>	<p>We welcome draft Actions 3.2 and 3.3</p> <p>The 2013 booklet may be of use as a reference document for industry participants. However it would be useful to have this information available on web sites and as a guide that can be provided to consumers at the point of sale of a new vehicle. It is important that any information is clear and free from ambiguous language.</p> <p>We strongly support the thrust of Actions 3.2 and 3.3 but we would contend that it may not strong enough to address deeply entrenched behaviours in this industry. The misinformation is prolific and consistent and much of it delivered as oral information to the customer.</p> <p>Ambiguous language encourages fear and doubt. The clearest example is the use of the term ‘may void the warranty’. This leaves the consumer fearful. It should be clear in all material that the consumer has choice of repairer for log book serving and that should a dealer or an independent repairer cause detriment though parts or servicing, the consumer can seek a remedy from the service provider.</p> <p>AAAA has introduced a legal help line for members and their customers that encounter problems seeking redress for warranty claims from a new car dealer. In our experience there is a clear pattern of rejecting warranty claims because the consumer patronised a non-dealer service option and used aftermarket rather than OE branded parts. In our experience, the reasons given for many warranty rejections due to the use of non-OE parts are unsubstantiated and baseless. Our legal service advises consumers to ask for the rationale for the warranty rejection to be provided in writing. Over 90% of issues are resolved as soon as a consumer asks for this in writing. Apparently, on request for formal written confirmation, the warranty claim is reconsidered and honoured. On the rare occasions that a warranty refusal is provided in writing, the reasons are vague and all encompassing. Recently a letter to a customer indicated that the warranty claim was rejected because the consumer used an independent repairer OR ‘non- genuine’ parts. This letter did not specify how these issues resulted in the vehicle fault. No clear connection was drawn between these events and the fault that the vehicle was currently demonstrating. Our experience of warranty claims that are rejected due to the use of non-car branded parts is very concerning. There are numerous episodes of</p>

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			<p>warranty refusals due to aftermarket parts that have nothing to do with the warranty issue. For example a rural customer adding an ADR compliant bull bar on to their vehicle subsequently has an engine fault and the dealership refused the warranty claim and cited the bull bar as the reason for not honouring the claim.</p> <p>Log Book Wording:</p> <p>Any action arising from this market study must be well designed, targeted and enforced. Without a prosecution the misleading log books may be re-worded for a short period and then simply return to the misleading wording. Each time we raise concerns we have been advised to use a work around. For example, we have lodged official complaints about the requirement for the dealer to stamp the logbook: (see Appendix A).</p> <p>Rather than prosecute this matter, the ACCC advised independent repairers to simply ignore that wording and stamp the book. We appreciate that this advice allowed our members to continue with log book servicing, but it didn't feel right for independent technician to sign above that statement, and clearly every car owner would reasonably form the view that logbook servicing can only be completed by an authorised dealer. Our view is that there should be clear guidelines and attributes for these log books. For example, all references to scheduled servicing should refer to qualified automotive service technicians and fit for purpose parts.</p>
<p>Chapter 3: Consumer Guarantees And Warranties</p>	<p>ACCC action on the consumer experience of enforcing their rights The ACCC has recently instituted proceedings in the Federal Court against Ford, and it has also accepted a court enforceable undertaking from Holden, in relation to its concerns about alleged ACL non-compliance issues.</p> <p>ACCC action 3.4 Manufacturers' complaints handling systems, policies and practices that do not comply with the consumer guarantee requirements of the ACL will continue to be targeted through action by the ACCC and fair trading agencies, including enforcement action where appropriate.</p> <p>Such action may also address any instances of non-compliance by dealers. The ACCC is particularly concerned about manufacturers and dealers engaging in conduct that may be misleading or unconscionable.</p>	<p>Agree Concern about how closely the ACCC will be able to monitor, given the use of non-disclosure agreements</p> <p>Action should include disclosure to consumers e.g. similar to the Holden enforceable undertaking</p>	<p>Independent repairers can play a valuable role in advising consumers of their rights. If we have access to known faults, if we can look up a vehicle identification number and source information about known faults, recalls and warranty work, we can advise the consumer to return to the New Car Retailer for a remedy. Greater transparency of known faults (recalls and technical service bulletins) can assist us to be an agent for consumer's to enforce their rights.</p> <p>The recent Holden Enforceable Undertaking is an example of good practice for consumer awareness and transparency. Improved access to information on known faults, could improve consumers' ability to enforce their rights and reduce the anxiety of car owners seeking redress.</p> <p>Similarly, if the independent repair sector has access to known faults, we can also assist these owners by letting them know that there is a known fault and they should return to the dealer. It is important to note that we do not achieve a financial gain from telling consumers that they have vehicle with a known and recurring fault. These faults must be referred to dealers and not repaired by independent repairers. The manufacturer is responsible for remedy of known faults and this should occur at no cost to the consumer. Rather than attempt to fix a known fault, independents will inform the customer that the car must go back to the dealer and in many cases the consumer is offered the option of a staff member from the workshop taking the car to the dealership for the remedy and bringing it back to the workshop for the completion of the service.</p> <p>However, we have a culture of informing consumers of warranty issues and we do not charge for a repair when the consumer has a right to redress due to manufacturer error or fault. This is an important community service. Our members provide this information when we are aware of the issues, because it leads to safer outcomes for our customers, it builds trust and it reduces the service cost. But all of this simply cannot occur if we are not informed or consumers are not able to access a data base of known faults for their particular vehicle build date, make and model. The recent enforceable undertaking by Holden is an example of how the system should work all of the time not just when a car company is the subject of enforcement action by the</p>

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			<p>ACCC. A consumer, and their nominated repairer, should be informed about everything that is relevant to that vehicle.</p>
<p>Chapter 4: Accessing Technical Information to Repair and Service New Cars</p>	<p>The ACCC has informed itself on these issues through consideration of a range of evidence including submissions from stakeholders, site visits and the reports of an automotive technical expert engaged by the ACCC to further examine the submitted claims of stakeholders, which found that access to technical information for independent repairers is inconsistent.</p> <p><i>In relation to exemptions, it is unclear what types of technical information these apply to—the FCAI submitted that technical service bulletins are exempt from the agreement—and it appears to be for the signatory industry association to decide what is exempted based on their own voluntary code of practice. <u>The FCAI submitted that all parties to the Heads of Agreement had agreed to the exemptions in the Heads of Agreement.(Page 74)</u></i></p> <p><i>The ACCC notes that the application of the principles of the Heads of Agreement and the FCAI Code appear to be inconsistent.</i></p>	<p>Strongly Agree</p>	<p>AAAA would like to offer our sincere thanks for the manner in which the ACCC has set about investigating access to technical information to repair and service vehicles. It is quite true that the issue is complex and fraught with claim and counter claim. Since we began this campaign in 2009 we have been overwhelmed with the challenge of advocating for the need for a solution to a problem that is: (a) difficult to convey, (b) difficult to understand and (c) even more difficult to calculate the economic implications for the economy and individual households.</p> <p>The ACCC commitment to understand and witness first-hand the diagnosis and re-initialisation process is, for our industry, a new and important milestone in the campaign for the sharing of repair and service information on fair and reasonable commercial terms.</p> <p>The findings in Chapter 4 are well founded and researched and we agree with much of the content. However, we would like to correct a statement regarding Technical Service Bulletins. In short, we did not, and nor would we ever, agree to exempt Technical Service Bulletins from any data sharing agreement. The Heads of Agreement Steering Committee did not consider nor grant any exemptions.</p> <p>Any TSB exemption would contravene the basic principles of the Heads of Agreement. The Heads of Agreement contained a clear principal and was modelled on the USA agreement that everything (vehicle related) that the manufacturer makes available to the dealership, will be made available to independent repairers on fair and reasonable terms. It’s a simple formula – if the data and information relates to the vehicle, and it is provided to the dealership, the manufacturer should make it available to independent repairers.</p> <p>In the USA it is stated thus:</p> <p><i>A manufacturer of motor vehicles sold in the commonwealth shall make available for purchase by owners of motor vehicles manufactured by such manufacturer and by independent repair facilities <u>the same diagnostic repair information</u>, including repair technical updates, that such manufacturer makes available to its dealers through the manufacturer’s internet-based diagnostic and repair information system or other electronically accessible manufacturer’s repair information system. All content in any such manufacturer’s repair information system shall be made available to owners and to independent repair facilities in the same form and manner and to the same extent as is made available to dealers utilising such diagnostic and repair information system. ¹</i></p> <p>In Australia:</p> <p><i>Heads of Agreement Page 4: the repairer should be able to access all information required for the diagnosis, body repair, servicing, inspection, periodic monitoring and reinitialising of the vehicle, in line with the service and repair information manufactures provide their authorised dealers and repairers.</i></p>

¹ 2014 Massachusetts General Laws
Part I Administration Of The Government
Title Xv Regulation Of Trade, Chapter 93j-2 Massachusetts Right To Repair Act, Section 2 Access by owners of motor vehicles and by independent repair facilities to motor vehicle manufacturer diagnostic and repair information and diagnostic repair tools otherwise made available to dealers

Chapter:	Finding/Action:	Summary:	AAAA Comments:
			<p>There were certainly shortcomings in the Heads of Agreement for example, no monitoring and no enforcement. However the value of the content of the agreement is a moot point given the failure of the FCAI to adopt an operative code that was consistent with the HoA.</p> <p>In assessing the failure of the voluntary Heads of Agreement, a number of protagonists have lamented the lack of goodwill in the process. We would agree. A failure by the FCAI to adopt an operative Code that was consistent with HoA that took 18 months to negotiate, is certainly unfortunate and led to the inevitable absence of goodwill and loss of cooperation.</p>
<p>Chapter 4: Accessing Technical Information To Repair And Service New Cars</p>	<p>Car manufacturers may have legitimate concerns about the sharing of some security-related technical information to repair and service new cars. <u>Regardless, in other jurisdictions this information and data is securely shared with independent repairers.</u></p>	<p>Disagree</p> <p>AAAA expresses concern about the recommendation that car companies could determine what information is 'security related'</p>	<p>There is a requirement to define the issue of 'security-related' data and components. Based on previous experience we are of the view that the definition of security will be used as a justification by the car industry to withhold information and parts. Similar to the comments above, a 'deep dive' is required to uncover the truth. The turning point in the whole debate has been the ACCC's commitment to move beyond hyperbole. The ACCC's refusal to accept trite statements, to ask the right questions and then to question these responses in more detail – all of these actions are a reflection of good investigative policy making. We would urge you to continue that investigative mindset in this instance. The 'security' line should be subject to questions and then more questions.</p> <p><i>'Immobilizer system', an electronic device designed for the sole purpose of preventing the theft of a motor vehicle by preventing the motor vehicle in which it is installed from starting without the correct activation or authorization code.</i></p> <p>It is important to answer the question: <i>Why is there a concern about security?</i> It would be beneficial to ask the car manufacturers to articulate their 'legitimate' concerns. For example, is this an issue regarding theft and vehicle immobilisation? Is there any well-founded fear that providing repair and service information to an independent repairer results in theft of motor vehicles? Is 'security' defined in terms of theft or the integrity of the vehicle? The answers to these questions should once again be questioned: what safeguards can be designed into the process to prevent vehicle theft? Is this information currently shared with authorised dealers and what safeguards are in place? Is this information shared by OEMs with independent repairers overseas? These definitions and mitigation strategies should be forensically investigated by Cartech.</p> <p>Our experience has demonstrated that in Australia, the car companies do not believe that full dealer level information should be made available to independent repairers on fair terms. There should be no doubt that the car industry will continue to resist by using all tactics available to them.</p> <p>It is clearly possible to manage risk by improving traceability and vetting the users of this data. Models that mitigate this risk do exist. We met with the managers of the Secure Data Release Model (SDRM) in the US in May 2017, and no breaches of security have been recorded that are attributable to the disclosure of repair and service information since the introduction of SDRM.</p> <p>SDRM is a data exchange system conceived and designed cooperatively by car makers, independent repairs, and the insurance and law enforcement communities; it allows the aftermarket to access security sensitive information including key codes, PIN numbers, immobilizer reset information and similar types of information. SDRM allows access to security-related information while protecting the safety and security of consumers and the integrity of car security systems.</p>

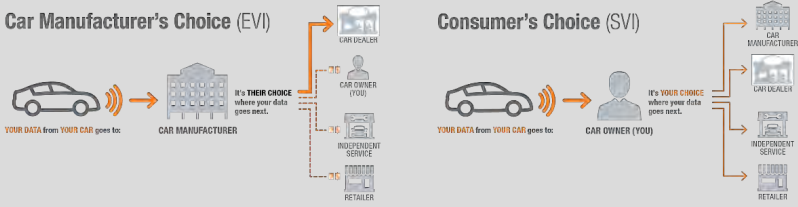
Chapter:	Finding/Action:	Summary:	AAAA Comments:
			<p>In the USA, up until the development of SDRM, aftermarket service providers were unable to provide services that required the use of security-related information. In some instances, information and/or special tools required to perform certain repairs like immobilizer reset functions, were protected by each car manufacturer's security policies. Currently in the USA, technical information is widely available via the web on a subscription basis. Until the advent of SDRM, security-related information was blocked from most parties except dealership personnel because there was no way to verify the security credentials of the requestor. SDRM creates a registry of technicians and security professionals who have cleared a background check process.</p> <p>The SDRM is an example of systems and processes designed to enable repairs, not prevent competition. If due care is not taken at this point in time, the security-related label is about to be applied to vast swathes of vehicle data and will be the preferred line of resistance by the car industry in a series of strategic moves that are designed to limit competition.</p> <p>The process of reaching a robust definition on security-related information should take due account of the international practice and the definitions in the markets that enable competition and protect consumers from vehicle theft.</p>
Chapter 4: Accessing Technical Information To Repair And Service New Cars	The ACCC has concluded that the net effect of the Heads of Agreement, across the industry, in improving access to technical information for new cars has been limited , and that the Heads of Agreement is ineffective in providing access that is consistent with its stated aims and principles.	Strongly agree	<p>AAAA strongly agrees with the conclusions made by the ACCC in evaluating the Heads of Agreement. The shortcomings articulated on page 86 are consistent with our assessment and with our representations to government on the failure of the Heads of Agreement in providing fair competition and choice.</p> <p>Despite our assessment that the voluntary process was a failure, we do not regret entering into a voluntary process. We certainly had our doubts at the outset which were fuelled by our experience of the industry: Where there is unequal power, the likelihood of a voluntary code being an effective tool, is very low. The car manufacturers had too much at stake commercially, they are a strong and well-funded lobby group with significant market power and political influence. With these clear advantages, they were able to simply ignore the Heads of Agreement with impunity.</p>
Chapter 4: Accessing Technical Information To Repair And Service New Cars	<p>Draft recommendations on access to technical information for new cars</p> <p>Draft recommendation 4.1 A mandatory scheme should be introduced for car manufacturers to share with independent repairers technical information, on commercially fair and reasonable terms. The mandatory scheme should provide independent repairers with access to the same technical information which car manufacturers make available to their authorised dealers and preferred repairer networks.</p>	<p>Strongly Agree with a Mandatory Solution</p> <p>AAAA Preferred solution:</p> <p>Code of conduct</p> <p>Under section 51AE of the Competition and Consumer Act 2010, the code should be:</p> <p>a) prescribed; and (b) a mandatory industry code.</p>	<p>AAAA strongly supports the findings and we congratulate ACCC for undertaking such a comprehensive and detailed investigation.</p> <p>We would also note that similar to the findings in relation to warranties, the new car retailers are often put in a very difficult position. Independent repairers do not want to source information from dealers and we respect why dealership service departments are not comfortable playing the role as the de facto 'front door' for the car makers' digital service and repair information. This information should be provided directly by the car manufacturers – as is the case in other markets.</p>

Chapter:	Finding/Action:	Summary:	AAAA Comments:
			<p>It is assumed that the ACCC will examine options for a mandatory solution and it may too early to suggest what form this should take. However, our preferred mandatory solution is the development of a mandatory industry code under Part IVB of the Competition and Consumer Act (CCA) 2010. Section 51AE of the CCA allows industry codes to be prescribed in regulations proposed by the responsible Australian Government Minister. Mandatory codes are binding on all industry participants. Prescribed industry codes are enforceable by the ACCC or by private action under the CCA, with a wide range of remedies available, including injunctions and damages. We note that prescribed codes must address specific problems and be drafted in clear and unambiguous terms that set out requirements and obligations rather than aims and ideals. This mandatory code should cover all manufacturers of vehicles sold in Australia.</p> <p>The mandatory solution should not be ‘governed’ by industry. If there is to be a ‘group’ we would suggest that it’s is advisory and not governing – the mandatory solution should not require that the industry agree or cooperate – industry players should simply ‘comply’. However, the mandatory solution could be augmented and supported by an industry funded body modelled on the National Automotive Service Taskforce (NASTF)² which assists independent repairers to find information. NASTF also provides feedback to the car manufacturers, thus encouraging best practice data provision. Participation in NASTF is voluntary, but recommended. Without participation the car makers risk non-compliance and potentially breaching the CCA or the prescribed industry code.</p> <p>Any mandatory solution should include monitoring – a failure of the current voluntary system is that in some cases the manufactures stated that the information was available – and as noted by Cartech, in some cases the information was available <u>but it was well hidden</u> and it was not reasonable to assume that an independent repairer could actually find it.</p> <p>An Australian NASTF could potentially be charged with the responsibility to monitor and measure. Establishing a regular feedback mechanism from independent repairers on their experience of accessing the information and the cost and ease of subscription. The examination of the patterns of complaints should also yield some useful information on any systemic issues in relation to non-compliance. The Australian NASTF should also have access to professional expertise. A group such as Cartech should be engaged to provide ongoing advice on ease of access and denial of access on spurious and unfounded grounds of IP and security.</p> <p>We also note the comments on Page 71 regarding tools (proprietary and generic interface standard tools for diagnosis and programming) we would respectfully submit that it is critical that any mandatory solution includes mandating pass through technology and a timeline for implementing J2534. The USA agreement and state law requires that all car manufacturers provide data in a form that can be accessed by a universal scan tool that complies with international SAE standard: J2534. It should be noted that whilst the implementation date is mandated for 1 January 2018, most brands in the USA are already well ahead of that timeline.</p>
	<p>Draft Recommendation - Page xii <i>Consideration should be given to including options for relevant intermediaries to access technical information from car manufacturers on commercially fair and reasonable terms’</i></p>	<p>Agree and suggest strengthening this recommendation:</p>	<p>While we welcome the recognition of the role that intermediaries such as aftermarket scan tool providers and third party data aggregators play in supporting the all make, all model independent repairer business model, we would respectfully request that stronger language is used in this recommendation.</p>

² Appendix B: NASTF Closes Gaps in OEM Service Information Access for Independent Technicians.

Chapter:	Finding/Action:	Summary:	AAAA Comments:
		<p>Intermediaries such as third party data aggregators and scan tool providers are critical infrastructure to data sharing in the vehicle service and repair industry.</p>	<p>Australia has one of the most diverse car parcs in the world for the size of our population and with over 68 different car brands and hundreds of different models sold into the Australian market and tens of thousands of different models in the wider car fleet, the volume of repair and service information required to support these brands and the impracticality (both from a cost and resource perspective) of repairers subscribing to each and every different OEM portal and purchasing every manufacturer branded scan tool, mean that these intermediaries are a critical component of the data supply chain.</p> <p>Using a data aggregator such as Boyce, Autodata, Our Auto or Autotech is the norm, not the exception. A large percentage of repairers use data aggregators and only subscribe for specific brands (where available) if they specialise in that brand or they have a complex repair. Similarly most independent repairers purchase up to 3 or 4 different aftermarket scan tools to cover the full car fleet, however purchasing every car manufacturer specific tool would be commercially unviable.</p> <p>It is for these reasons that every successful data sharing scheme internationally has included a mandated requirement for car manufacturers <i>“to provide diagnostic repair information to each aftermarket scan tool company and each third party service information provider with whom the manufacturer has appropriate licensing, contractual or confidentiality agreements for the sole purpose of building aftermarket diagnostic tools and third party service information publications and systems”</i>.</p> <p>This feature of a mandatory data sharing agreement is critical in supporting a viable business model for all make, all model independent repairers who are critical in providing competition and choice for Australian car owners.</p>
<p>Chapter 5: Parts Needed To Repair And Service New Cars</p>	<p>Submissions to the ACCC presented starkly differing views on the competitiveness of spare parts supply. On the one hand, manufacturers and dealers claimed strong competition from independent suppliers, including importers. On the other, independent repairers and car insurers claimed that prices are excessive and this harms consumers either directly, or through higher insurance premiums.</p>	<p>Agree</p>	<p>The ACCC understanding of the structure of the industry as described in in Chapter 2 is sound. However, there is, from time to time, a blurring of the separate segments of mechanical and collision repair in Chapter 5. For example on page 99 the report notes that in <i>cases of car repair, spare parts are purchased by insurers on behalf of consumers</i>. This is the case for collision repair but it is not generally the case for mechanical repair.</p> <p>Similarly the comments on page 94 (Box 5.1) <i>“The ACCC understands that OE-branded parts are the only parts that can be used for the repairing the <u>inside parts of cars</u>, including critical safety and security systems such as the locking mechanisms, airbags and engine”</i>. There are many drive train and engine components that are supplied by the aftermarket and there are very few occasions in which an independent repairer has only one option to recommend to a consumer. Generally most components of the vehicle have alternatives particularly when the vehicle enjoys high volume sales. AAAA parts manufacturers and distributors provide a large range of products including engine, transmission and drive train components. Aftermarket parts are certainly used in the maintenance and repair of the ‘inside parts’ of cars.</p> <p>AAAA members manufacture motor vehicle components, under their own brand names and the car manufacturers brand including:</p> <ul style="list-style-type: none"> • Products that last the life of the vehicle or are replaced irregularly during the life of the vehicle, usually as the result of a crash or a major mechanical failure – e.g. seats, instrument panels, engines, and transmission; or • Products that are replaced regularly throughout the life of the vehicle as a result of normal wear and tear – e.g. filters, tyres, wiper blades, batteries and brake pads; and

Chapter:	Finding/Action:	Summary:	AAAA Comments:
			<ul style="list-style-type: none"> Products used to modify, maintain or enhance the performance of vehicles, including modifications for rough terrain, speciality products, safety, comfort, appearance, functional performance and body components. <p>Airbags and other accident mitigation components are collision repair replacement parts. For mechanical repair, where there is <i>'minimal possibility of aftermarket substitution'</i> (page 100) this is more likely to be influenced by volume than by so called 'security' issues. Low volume and specialist vehicles do not offer economies of scale to amortise costs of production and the aftermarket may not make available a full suite of parts for vehicles that are in low numbers in the Australian market.</p> <p>It should be noted that independent repairers are generally able to offer consumers a choice of parts. Similarly, in the USA the new car dealers are able to offer consumers a 'good, better, best' choice in replacement and repair parts. In Australia, new car dealers are obliged to sell and fit only 'car branded' parts.</p>
<p>Chapter 5: Parts Needed To Repair And Service New Cars</p>	<p>Draft Recommendation 5.1 OE manufacturer-branded parts and accessories should be generally available to independent repairers on commercially fair and reasonable terms. Refusals by car manufacturers to supply security-related parts for repair and service will be monitored and addressed through action by the ACCC, including enforcement action where appropriate.</p> <p>Car manufacturers should develop policies which clearly outline any parts subject to restricted access on security-related grounds. These policies should be publicly available. The FCAI is well-placed to work with manufacturers to examine whether there is benefit in agreeing a standard definition and detailed classification system for 'security-related' parts to provide certainty to parts customers.</p>	<p>Disagree</p> <p>ACCC Recommended Action leaves room for unilateral withholding of parts.</p>	<p>Restricting Consumer Access to Parts</p> <p>As noted by the study <i>"Access to parts is sometimes restricted (page xii)"</i>. The ACCC's draft recommendations for addressing restrictions on security grounds leave opportunity for broad interpretations to be adopted.</p> <p>We do of course, respect the need to restrict access to parts for legitimate "security" reasons but these should be clearly defined by the ACCC and not left to the automotive industry as suggested.</p> <p>Allowing the industry to set its own definitions could invite the anti-competitive conduct that the study itself outlines and therefore not result in increased competition and lower prices for consumers. The report succinctly articulates our concerns:</p> <p><i>However, a further motive for restricting access may be to steer more repair and service work back to authorised dealers and preferred repairer networks. This can reduce competition for servicing or repair work and raise prices. The lack of transparency and consistency across manufacturers about what are security related parts means that access restrictions can be arbitrary, increasing uncertainty and cost for independent repairers. It could also undermine the intent of reforms to promote access to technical information needed to repair and service cars. (page xii)</i></p>
<p>Chapter 6: Fuel consumption and emissions</p>	<p>Changes to the fuel consumption label. real-world driving research</p>	<p>Agree</p>	<p>AAAA supports actions that would ensure that consumers can make informed vehicle purchasing decisions, as we noted in our earlier submissions this relates to all areas of vehicle performance including towing capacity.</p> <p>Greater transparency would be welcome to ensure that consumers are aware that fuel consumption information is currently assessed in a laboratory setting and therefore, may not be accurate for real-world driving conditions.</p> <p>The idiosyncrasies of Australian driving conditions and the characteristics of local fuels provides a compelling argument for a real-world driving emissions test program in Australia.</p>

Chapter:	Finding/Action:	Summary:	AAAA Comments:
Chapter 7: Other Issues	<p>Draft findings on telematics</p> <p>The impact of telematics on competition and consumers is likely to become more acute as telematics technology becomes more prevalent. The ACCC will continue to monitor emerging issues in this area.</p> <p>The Voluntary Heads of Agreement and codes of practice governing information-sharing in relation to technical information provides a process, as yet unused, for the signatories to discuss issues associated with access and ownership of data generated by telematics technology.</p>	<p>Agree with assessment about impact of telematics, but we respectfully request stronger telematics recommendations.</p> <p>This market study is the best opportunity to address telematics as a critical competition matter.</p>	<p>We note the findings from the examination and we are of the view that this matter has the potential to undermine any reforms recommended by this Market Study. Telematics will effectively tie the consumer to the dealership for parts and service and this is the time, during this market study, to address this competition limiting tactic. We note that the ACCC will monitor this matter and yet it is difficult to do so unless a definitive principle has been established at law or by mandatory code.</p> <p>The ACCC has admitted that in the area of sharing of repair and service information, no existing laws have been broken. Surely this is the most likely scenario for telematics. Only when this issue becomes a competition crisis, when consumers realise that they surrendered choice and the price of ownership measurably increases will the ACCC be able to act. Once again, allowing the industry to set its own terms and ‘monitoring’ the outcomes will invite the same anti-competitive behavior that this Market Study articulates.</p> <p>There can be no doubt that telematics will affect consumer choice. If the car manufacturer is able to continually monitor the vehicles performance in real time, diagnose issues remotely and notify the consumer and their local dealership simultaneously of issues with the vehicle – the consumer will be ‘locked in’ to dealer servicing and repair. The car industry will argue that the consumer agreed to a locked in servicing arrangement at the point of sale. And yet we know that decision fatigue at the point of sale and the lack of information about what the consumer surrenders can have long term impacts on consumer choice and competition.</p> <p>Reforms in the US market are well underway. The issue encompasses data ownership, where and how the data is transmitted and stored, and the conscious granting of permission to access the data to monitor car usage and car performance.</p> <p>Who is the nominated data custodian is a key issue. Is the data captured by the vehicle manufacturer and the consumer requests access on behalf of the independent repairer? Or is the data transmitted to a third party ‘cloud’ based data storage facility and the consumer has access and nominates who is to receive this information on their behalf.</p> <p>The North American auto industry classifies these two methods as the Extended Vehicle Interface (EVI) or the Secure Vehicle Interface (SVI). The preferred model for US consumer bodies and the aftermarket is the SVI model (see below):</p> <p>Proposed Technical Solutions Now Under Consideration by the American industry:</p> <ul style="list-style-type: none"> Secure Vehicle Interface (SVI) Extended Vehicle (EVI) 

Chapter:	Finding/Action:	Summary:	AAAA Comments:
			<p>SVI Advantages:</p> <ul style="list-style-type: none"> • Standardised firewall protects vehicle from either wireless or OBD port intrusions • Permits full access to information needed to repair vehicle • Would work with either wired or wireless connections • Could be used with intelligent transport systems • Cyber secure – limits the point of attack to one entry point (the vehicle), not the servers of a car manufacturer for their entire connected fleet <p>EVI Impact on competition:</p> <ul style="list-style-type: none"> • Under extended vehicle concept, car companies would control what diagnostic information is transmitted, how it is transmitted and how much it would cost. • Elimination of OBD port in future means that the extended vehicle concept would provide full control of access to data to auto manufacturers. • Would make the manufacturer the sole source of information, tools and software needed to perform repairs.
	<p>Telematics Draft recommendation 7.1 The ACCC supports the Productivity Commission’s recommendations in its final report on Data Availability and Use for a comprehensive right for consumers to access digitally held data about themselves, including to direct data custodians to copy that data to a nominated third party which may address some of the concerns that were raised about the impacts of telematics technology on new car purchasers.</p>	<p>Disagree</p> <p>This Market Study is an opportunity to mandate Telematics Competition Principles.</p>	<p>We are of the view that the mandatory solution should anticipate the effect of telematics on competition and consumer choice and should mandate the following principles:</p> <ol style="list-style-type: none"> 1. The data generated by the use of a car should also belong to the car owner. 2. Telematics should not be used as a method for manufacturers to restrict customer service options. 3. Diagnostic and performance data generated and collected by the vehicle should only be shared with the car owner’s consent and with the car owners’ repairer of choice. 4. Consumers should be able to access the data generated by their car.

OTHER ISSUES – ELECTRONIC LOG BOOKS AND ‘CAPPED PRICE’ SERVICE.

We do understand that in early stage deliberations, the ACCC excluded Capped Price Service programs from the scope of this study. The rationale for this exclusion was the assumption that the ACCC had already taken action to inform market participants that capped price deals could not be advertised as such if the price was not ‘fixed’ or ‘capped’ and could be varied at the car manufacturers discretion. We do respect that the ACCC has been responsive in addressing previous capped price program complaints made by AAAA, our members and other peak bodies.

However, the issue of Capped Price Service is more than the ‘capped or fixed’ price component. The key consumer issue has now moved on from whether the price is actually fixed. There is now a high volume of consumer complaints about ‘under’ servicing. It would appear that some new cars that are sold with a capped price service offer are subject to an ‘essential’ rather than a ‘log book’ service. We can only speculate about how these commercial arrangements may or may not work. But we have evidence of poor consumer outcomes that are a direct result of these arrangements: Vehicles are being under serviced. This is most evident in the lack of attention to fluids, filters and brake pads. Our recent consultation with a sample of independent repairers indicate that a high percentage of CPS vehicles require a level of remedial work that should not be expected in a vehicle age of under five years that has been regularly serviced and well maintained.

We respect that the ACCC has the view that they have, to some extent, resolved the issue of capped price servicing. However, every week we hear another story of a consumer with a three or five year old vehicle arriving at an independent repairer that has been significantly under-serviced. We would respectfully submit that this is clearly an important consumer issue and that these Capped Price Service deals are add-ons to the car sale and as such, fit well within the stated intent of the market study. There is actually a simple answer – Capped Price Service deals should clearly state to the owner of the vehicle that this CPS is NOT a log book service. Contrary to the consumer’s expectation, the recommended replacement items according to the manufacturers schedule will not be replaced in all CPS offers.

Under-servicing has significant implications for vehicle wear and tear and durability. Allowing fluids to run dry or run dirty is uneconomical and the damage caused can be irreversible. The consequences for consumers are terrible. The consumer risks damaging an expensive asset and for the independent repairer there is a risk that the consumer believes that the (comprehensive and remedial) service is overpriced. A consumer that has been paying \$270 for an ‘essential’ service at the Dealership under the CPS deal, is often faced with a service invoice of \$600 - \$800 because



the independent repairer must now make up for the previous years of under-servicing. We are now advising our members to call the owner of the vehicle ask them to come back in to the workshop so that we can show the items that have not been replaced under their CPS ‘deal’. Showing the owner their vehicle on a hoist is advised because we need to demonstrate to the consumer that we are not over-charging, that the vehicle has genuinely not received the attention or replacement parts that they expected to receive.

Capped Price Service is an add-on service ‘sold’ to the consumer when the vehicle is purchased. Consumers are of the view that they have acquired a valuable add-on bonus: fixed price servicing for three to five years (peace of mind). But most consumers do not understand the difference between an ‘essential’ service and a ‘log book’ service. In our experience, most of these Capped Price Service offers are not what consumers would expect from a vehicle ‘service’ and consumers are unwittingly compromising safety, reliability and resale value because they were not aware that log book servicing was not included in a Capped Price Service offer.

This issue is also related to the matter of **electronic log books**. The ACCC may argue that a consumer that has not received a full log book service should see evidence of this in the log book. Indeed, this is the best way for a consumer to check to see which components have been replaced. In an ideal world, if a consumer is advised that brake pads have not been replaced contrary to the log book schedule. This consumer can check the log book to see when these brake pads were purportedly replaced and thus seek a remedy from the new car dealer for not undertaking this work. This is also true of a log book service completed by an independent repairer. But how is this possible with an electronic log book? How is the consumer or their nominated repairer able to look up the log book and see

what was (supposedly) replaced. The log book is evidence of the service that has been completed and the parts that were replaced. Access to this document is important for the service provider, but it is also crucial for consumer rights. If a consumer is informed that after three years of capped price service, the vehicle is significantly under-maintained, the consumer only has the log book as evidence for redress.

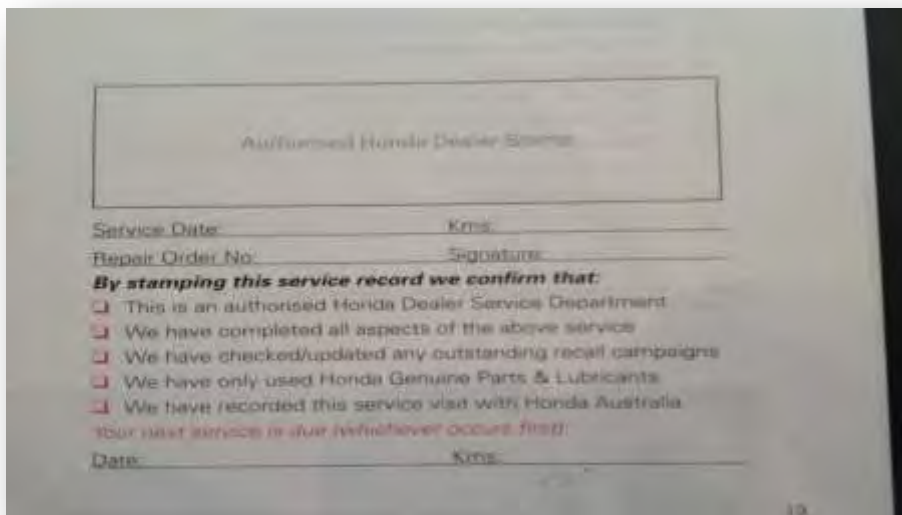
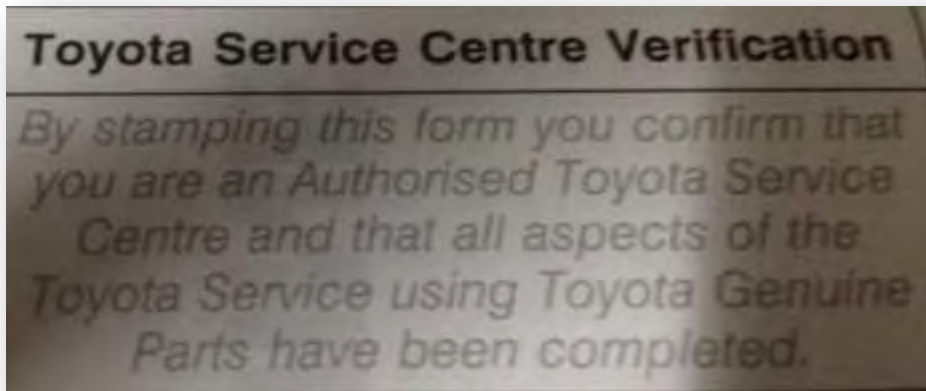
Some vehicle manufacturers may state that consumers have access to the electronic log book. Despite this assurance from a small number of manufacturers, there is no assurance about the level of detail that the consumer will be able to access. If the digital information is limited to a simple record that a service has been conducted at each interval, this will not be enough information to enable a consumer to exercise their statutory rights should they need to do so.

Access to electronic log books, and truth in advertising relating to capped price service programs are critical issues for consumers of new vehicles. It is our view that there is an argument here for the regulation of a set of minimum standards for every manufacturer selling vehicles into the Australian market without a hard copy log book. These minimum standards could appropriately be included in a Mandatory Industry Code for access to service and repair information:

Minimum Standards:

- The consumer shall have access to the vehicle's electronic log book without requiring permission from the new car dealer.
- The consumer will be able to examine the specific schedule of work for each log book service, including the work conducted, items inspected and items replaced.
- The consumer shall be able to grant access to the electronic log book to their nominated independent repairer to view and update vehicle service records.

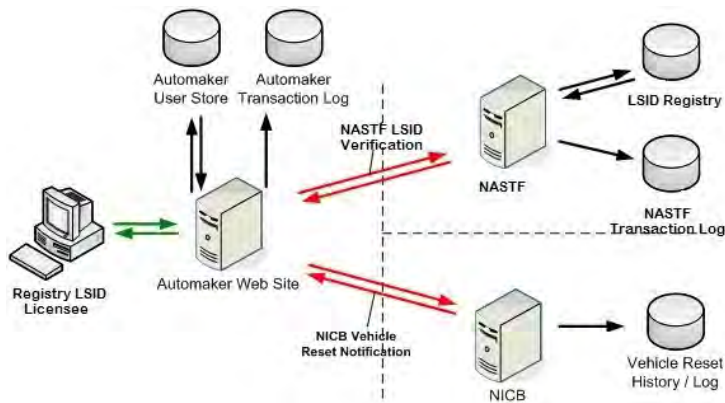
Appendix A



NASTF CLOSES GAPS IN OEM SERVICE INFORMATION ACCESS FOR INDEPENDENT TECHNICIANS

Problem: Vehicle Security Professionals (including transmission techs, locksmiths, collision techs and driveability techs) need vehicle-specific key codes, immobilizer resets and access to theft-related parts from the OEM 24/7.

Solution: NASTF VSP Registry: A cooperative effort with OEMs and the National Insurance Crime Bureau.



Problem: Where does the independent get information on OEM tools including a source for the tool? Can the independent access OEM education modules? It is really confusing to navigate some OEM websites and hard to find what is sure to be there. Can a tech do anything to fix that? Vehicles are lasting longer and there are fewer franchise dealer locations convenient to some customers. How can the independent partner with the OEM to make their retail customer a happy motorist while helping the independent shop satisfy their local customer? Heavy vehicles began complying with EPA laws January 1, 2013. Will NASTF help techs with trucks?



Solution: This is what NASTF committees do. Technicians, shop owners, OEM service management, trade association representatives, tech media and many others gather around the conference table, the conference call and the email-box until these problems are solved. Anyone who believes they can contribute should join a NASTF Committee.

Problem: Independent tech has exhausted all resources in attempting to repair a vehicle and it appears it must go to the franchise dealer.

Solution: The NASTF Service Information Request (SIR) online form allows tech to present his/her situation for review by the OEM service support management and by the NASTF SIR Subcommittee. If the franchise dealer has access to the service information, the NASTF SIR will likely secure that same information for the independent.

www.nastf.org/FileSIR

Vehicle Information	
Year	* Make
VIN (If Available)	
* Category	Select Category
Inquiry	
* Have you checked the OEM website ?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> n/a
If this is a reprogramming issue ONLY: Have you reviewed the OEM reprogramming guidance ?	<input type="radio"/> Yes <input type="radio"/> No
* Description of Repair unable to perform	
* Description of Information not available	
* Description of steps taken to obtain information (help/contact function on website, websites, etc.)	
Other Comments or Concerns	
Submitting this form indicates agreement to the terms: Information Standards	
<input type="button" value="Submit"/>	

About NASTF

Our Mission

The National Automotive Service Task Force is a not-for-profit organization established to facilitate the identification and correction of gaps in the availability and accessibility of automotive service information, service training, diagnostic tools and equipment, and communications for the benefit of automotive service professionals. NASTF is a cooperative effort among the automotive service industry, the equipment and tool industry and automotive manufacturers.

There is no cost to participate in NASTF, which is open to professional auto service technicians, shop owners, their service writers, OEM service employees or any other automotive industry professional supporting the mission of NASTF.

If you believe in the NASTF mission, indicate your support by joining NASTF online at:

www.nastf.org/GetNAStf



www.nastf.org

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Staff

Skip Potter, Executive Director

NASTF Office

2220 CR 210 W, Ste 108 (Unit 435)
St. Johns, FL 32259
Phone: 855.636.2783
Email: nastf@nastf.org

David Lowell, Vehicle Security Prof'l Registry Director

NASTF Vehicle Security Prof. Registry Office

8209 Mid Cities Blvd
North Richland Hills, TX 76182
Phone: 855.636.2783
Email: SDRM@nastf.org



NAVIGATING OEM RESOURCES THROUGH NASTF

- ◆ The NASTF VSP Registry for Vehicle Security Professionals
- ◆ The NASTF Service Information Request (SIR) filing form to open service information and tools to independents where a franchise dealer may have an exclusive.
- ◆ NASTF Committees: where new solutions to OEM access are always being invented.

www.nastf.org



