



2 July 2026

Director  
Right to Repair Unit  
The Treasury  
Langton Crescent  
Parkes ACT 2600

By email: [RightToRepair@treasury.gov.au](mailto:RightToRepair@treasury.gov.au)

Dear Director,

## Improving and expanding Australia's first Right to Repair law

The Insurance Council of Australia (Insurance Council) welcomes the opportunity to make this submission. The Insurance Council is the representative body for Australia's general insurance industry. Our members are primary customers of the motor vehicle repair sector, authorising over 1.4 million vehicle repairs annually, which gives the industry a direct line of sight into where the scheme is working and where competition still breaks down, to the detriment of the consumer.

The Motor Vehicle Service and Repair Information Sharing Scheme (MVIS), contained in Part IVE of the Competition and Consumer Act 2010, requires the information used to diagnose, repair, service, modify or dismantle vehicles to be made available to independent repairers on fair and reasonable commercial terms, so they can compete with manufacturer-authorised networks on a fair basis.

The current discussion paper proposes to extend the MVIS to agricultural machinery and to refine the scheme's operation in response to the 2025 Review.

### Insurance Council's position in brief

1. **We support all sixteen proposals in the discussion paper**, including the extension of the scheme to agricultural machinery. Our position on each proposal, with suggested refinements to Proposals 4, 5 and 10, is set out at **Attachment A**.
2. **We call for the MVIS to be extended to require the sale of parts on fair and reasonable commercial terms**. Without fair and reasonable access to parts, the MVIS's central objective is undermined - independent repairers can only compete fairly if they can access everything needed to repair a vehicle. Manufacturers must share information, but they are not required to supply parts, and a vehicle cannot be repaired with one and not the other. One prominent manufacturer currently restricts the sale of parts to repairers within its own authorised network. It shares repair information as the MVIS requires, yet a qualified independent repairer who is refused the parts still cannot complete the repair.
3. **We recommend three steps on parts, the first two achievable within the scheme's existing information-sharing architecture**: confirm that parts pairing and activation information is scheme information; prohibit pairing practices that prevent a correctly fitted part from functioning unless performed through an authorised network; and require manufacturers to supply OEM parts to independent repairers on fair and reasonable commercial terms.

### Information access without parts access cannot deliver competitive repairs

The whole premise of MVIS is to allow independent repairers to compete fairly with authorised networks by requiring that technical repair information is made available on fair and reasonable

commercial terms. A repair requires three inputs: information, parts and the ability to make the part function in the vehicle. The MVIS currently mandates only the first. Where manufacturers restrict the sale of critical OEM parts to their authorised dealer networks or use software to prevent a correctly fitted part from operating until it is digitally 'paired' by an authorised agent, the choke point simply moves from information to parts. The outcome is identical to withholding the information itself, and so is the consumer detriment with fewer repairers competing for the work, longer repair times, and higher repair prices.

Our members report real detriment to customers having vehicles repaired under an insurance policy where a manufacturer refuses to sell parts outside their own authorised network. One manufacturer is particularly known for this practice. Because this manufacturer's authorised repair network is small, the consequences of this manufacturer refusing to sell parts to independent repairers are immediate: a customer without an authorised repairer nearby must send their vehicle across the city, or from a rural area into a metropolitan centre, simply to have it repaired. The same manufacturer will sell parts directly to the vehicle owner while refusing the owner's or insurer's chosen repairer, suggesting that the restriction is a channel control measure rather than a genuine safety or quality measure. Extending the scheme to cover provision of parts would discourage practices of this kind.

### **Restricted parts flow directly into insurance premiums**

When parts are restricted, repair times extend, repair costs rise, and more vehicles are written off as total losses because the repair pathway is uneconomic or unavailable. Each of these outcomes flows into claims costs and from there into the motor insurance premiums paid by Australian households, at a time when affordability pressure is acute. This is why the Insurance Council's March 2025 Motor Insurance Policy Paper formally called for the scheme to be extended to include access to parts. Restricting parts also cuts against the supply chain resilience objectives the discussion paper itself raises, because a repair sector that depends on authorised channels for parts and activation is more exposed to disruption.

### **Three refinements to proposals we support**

(a) **A backstop timeframe for supply to intermediaries (Proposal 5).** As drafted, the proposal would require data providers to supply repair information to intermediaries as soon as reasonably practicable after access is requested. Without a prescribed maximum timeframe, licensing negotiations could be prolonged for commercial reasons in order to frustrate access. We support prescribing a backstop period within which information must be supplied once access is requested, and confirming that remote service providers, being providers who supply diagnostic or repair services to a repairer without a physical presence at the repair site, are covered.

(b) **Safety information and suspension rights.** We support Option 2, which removes the safety information category and relies on regulatory guidance and existing work health and safety obligations to manage potential safety risks. The scheme should not duplicate these laws, and conflating safety with access creates a risk that safety could be used as a pretext for anti-competitive behaviour. If the Government instead prefers Option 1, the suspension mechanism must not itself become a means of restricting access, so the proposed offence prohibiting a data provider from unreasonably suspending supply would be the critical protection and must be readily enforceable, including through civil penalties, and ideally, private right of action for affected repairers.

(c) **Confining the hardware accommodation (Proposal 10).** The minimum five business day supply period is a sensible accommodation of physical logistics. It should remain confined to genuine hardware constraints and not be available where information could reasonably be supplied in a more accessible form, so it cannot be used to limit access.

The Insurance Council and its members are committed to working with the Government to realise the full benefits of a competitive repair market across both sectors. Extending the scheme to parts, alongside the improvements proposed in the discussion paper, would help establish a level playing field, and deliver tangible benefits for consumers.

Thank you for considering our submission and would be pleased to discuss these matters further. Please contact Sam Xu, Senior Adviser Insurance Lines (e: [sxu@insurancecouncil.com.au](mailto:sxu@insurancecouncil.com.au) p: 0407 934 020).

Yours sincerely,



**Andrew Hall**

Executive Director and CEO

## Attachment A: Insurance Council positions on the discussion paper proposals

Proposal	Insurance Council Position	Comment
<p><b>1. Scope of agricultural machinery</b></p> <p>Extend the scheme to agricultural vehicles with their own automotive power, and to implements attached to a vehicle, built to perform agricultural tasks.</p>	<p><b>Support in principle</b></p>	<p>We defer to agricultural sector stakeholders on machinery scope and the manufacture cut-off date. Parts access and information quality, raised in this submission, apply equally to agricultural machinery. Our members also insure farm machinery, and a more competitive repair market lowers repair costs and downtime for insured equipment owners.</p>
<p><b>2. Access to scheme information (agricultural)</b></p> <p>Give appropriately qualified repairers access to scheme information whether they work in an independent repair business or are engaged within a broader agricultural operation.</p>	<p><b>Support in principle</b></p>	<p>Conferring access on qualified individual repairers across business arrangements is a sensible adaptation to how agricultural businesses engage repairers. Wider access also means more repairers able to undertake claims work, supporting timely repairs for insured machinery owners.</p>
<p><b>3. Using scheme information (modifications)</b></p> <p>Allow data providers to restrict prescribed unauthorised modifications of agricultural machinery, and exclude information whose sole purpose is to enable such a modification.</p>	<p><b>Support in principle</b></p>	<p>Restrictions should be confined to prescribed high-risk modifications and must not impede modifications undertaken as part of, or incidental to, a repair. Work completed under an insurance claim often involves incidental modification, which must remain available so the repair can be finished.</p>
<p><b>4. Safety information</b></p> <p>Option 1 would keep safety controls through an implied contractual term with suspension rights for breach. Option 2 would remove the safety information category and rely on regulatory guidance and existing WHS obligations.</p>	<p><b>Support Option 2</b></p>	<p>Removes duplication with WHS and Australian Consumer Law obligations and aligns with the EU, UK and US, which restrict only security information. Fewer barriers to working on high-voltage systems matter as electric and hybrid vehicles grow as a share of claims, giving insured customers more</p>

Proposal	Insurance Council Position	Comment
		<p>repairers able to complete the work. If Option 1 is preferred, see refinement (b) in this submission.</p>
<p><b>5. Intermediaries</b></p> <p>Require data providers to supply scheme information to data aggregators and tool manufacturers in a reasonably accessible form, at no more than fair market value, as soon as reasonably practicable after access is requested.</p>	<p><b>Support</b></p>	<p>Aligns with international frameworks and reduces the portal and tool burden on repairers. Insurer repair networks handle many makes, so cheaper cross-brand access supports faster, lower-cost repairs for customers under a claim. See refinement (a) on a backstop supply timeframe.</p>
<p><b>6. Electronic logbooks</b></p> <p>Bring a vehicle's electronic repair and maintenance history within scheme information, and require that repairers can update it after servicing a vehicle.</p>	<p><b>Support</b></p>	<p>Equal access to, and the ability to update, digital service records prevents the retirement of hard copy logbooks becoming a barrier to competition. When a vehicle is repaired under a claim, the repairer can update the digital record, preserving the customer's service history, warranty coverage and resale value. Privacy protections proposed are appropriate.</p>
<p><b>7. Pricing in Australian dollars</b></p> <p>Require scheme offers to quote prices in Australian dollars.</p>	<p><b>Support</b></p>	<p>Removes the opacity created by exchange rate movements on the real cost of information. More predictable input costs flow through to claims costs and the premiums insured customers pay.</p>
<p><b>8. Fair market value comparators</b></p> <p>Allow overseas prices to inform fair market value only where the overseas information is regulated under a similar scheme.</p>	<p><b>Support</b></p>	<p>Confining international price comparisons to regulated markets guards against inflated comparators, helping contain the repair costs that customers and their insurers ultimately bear.</p>
<p><b>9. Supply period variability</b></p>	<p><b>Support</b></p>	<p>Correctly places the onus on the data provider to demonstrate a</p>

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<p>Presume that electronically supplied information can be offered for daily, monthly and yearly periods unless the data provider shows this would impose an unreasonable burden.</p>		<p>genuine burden, tested against comparable overseas schemes. It also lets repairers buy access matched to a single claim repair rather than an annual subscription, lowering the cost of each repair.</p>
<p><b>10. Hardware-related minimum supply period</b></p> <p>Guarantee a minimum five business day supply period where access depends on proprietary hardware that must be physically sent to the repairer.</p>	<p><b>Support</b></p>	<p>Accommodates the logistics of dispatching physical devices. A usable access window lets repairers finish claims work without delay, reducing vehicle downtime and hire-car costs for the insured customer. See refinement (c) on confining the accommodation.</p>
<p><b>11. Security information timeframe</b></p> <p>Require security information within one business day, down from two, where the conditions for immediate supply are not met.</p>	<p><b>Support</b></p>	<p>Proportionate to the standardised, repeat nature of access assessments. Quicker access to security information speeds repairs that involve immobilisers or keys, returning vehicles to customers sooner. Could be progressed together with Proposal 12.</p>
<p><b>12. Quarterly security declarations</b></p> <p>Replace per-request declarations with quarterly declarations, with immediate supply where the data provider holds a valid, up-to-date declaration.</p>	<p><b>Support</b></p>	<p>Removes administrative friction and downtime without weakening the fit and proper person safeguards. Established repairers gain immediate access, so security-related repairs under a claim are completed faster.</p>
<p><b>13. Reporting and outage notification</b></p> <p>Replace per-supply notifications with periodic reports to the Scheme Adviser (the industry body overseeing the scheme's day-to-day operation) on the terms, conditions and price of supply, and require immediate notification of system outages.</p>	<p><b>Support</b></p>	<p>Reduces data provider burden while improving Scheme Adviser oversight of pricing, terms and access stability. Visibility of outages also means fewer interruptions to repairers part-way through a claim repair.</p>

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<p><b>14. Scheme Adviser reporting on vehicle classes</b></p> <p>Enable the Scheme Adviser to report to the Minister on whether additional classes of vehicles should be brought within the scheme.</p>	<p><b>Support</b></p>	<p>Supports evidence-based consideration of future expansion in both sectors, keeping the scheme abreast of a changing fleet so newer insured vehicles remain repairable in a competitive market.</p>
<p><b>15. Prohibited terms in scheme offers</b></p> <p>Extend the prohibitions on certain terms and conditions to published scheme offers, not only executed contracts.</p>	<p><b>Support</b></p>	<p>Allows harm to be addressed before a contract is entered into, protecting the flow of repair information that customers ultimately depend on when their vehicle is repaired under a claim.</p>
<p><b>16. Bundling prohibition clarification</b></p> <p>Clarify that bundling information with other goods or services is permitted only where necessary for accessibility, and that electronic information is not reasonably accessible if a more accessible form could reasonably have been supplied.</p>	<p><b>Support</b></p>	<p>Prevents information being made inaccessible by design, holding down repair costs that feed into premiums. We also support expanding the provisions subject to infringement notices, including ss 57CA(2) and 57CA(4).</p>