

**Motor Vehicle Insurance  
and  
Repair Industry  
Code of Conduct**

Revised March 2011

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**ANNEXURE**

Government Response to the Productivity Commission Inquiry Report into Smash Repair and Insurance

Smash Repair and Insurance Industry Implementation Taskforce Terms of Reference

## PREAMBLE

It is in the interests of government, Insurers, policy holders and Repairers to promote the efficient operation of, and consumer confidence in, professional and competitive motor vehicle insurance and repair industries in Australia.

The economic activity created by a competitive motor vehicle insurance market and repair industry market will create and maintain skilled employment, efficient customer service and viable and cost effective motor vehicle repair and insurance industries.

The content of the Code and matters covered by it have been guided by the Government's response to the Productivity Commission and the Terms of Reference, set by the Australian Government, for the Smash Repair and Insurance Industry Implementation Taskforce. Repairers and Insurers acknowledge that for the purposes of promoting an efficient and competitive industry:

- (a) In recognition of Repairers right to freely structure their business arrangements, this Code provides for minimum, industry-wide, standards in matters such as:
  - Transparency, disclosure and fairness in relation to Insurers' NSR schemes;
  - Transparency, disclosure and fairness in relation to quotation processes, times and rates, Repairer choice and use of parts;
  - Responsibility for quality and safety, and warranties;
  - Minimum terms of payment; and
  - An independent external dispute resolution mechanism.
  
- (b) In recognition of Insurers' right to freely structure their business arrangements, and as required by the Government Response to the Productivity Commission recommendations, there has been no attempt to specify, on an industry-wide basis, matters such as:
  - minimum hourly rates or prices;
  - 'standard' hours for repair jobs;
  - types of parts to be used;
  - industry-wide NSR selection criteria and/or weightings for NSR criteria;
  - compulsory choice of Repairer;
  - requirements to spread work among Repairers; and
  - particular conditions of guarantees.

At Attachment A are copies of the Australian Government's response to the Productivity Commission's report and the Terms of Reference for the Smash Repair and Insurance Industry Implementation Taskforce setting out the arrangements for the development of the Code, which form part of this Code and should be considered in any interpretation and application of the Code.

## **1 PRINCIPLES OF THE CODE**

This Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

Insurers and Repairers agree to observe high standards of honesty, integrity and good faith in conducting their business with each other and in the provision of services to claimants.

The Code will specify standards of fair-trading, process and transparency in the relationship between Insurers and Repairers. There should not be any interference with the commercial relationships between individual Insurers and Repairers, other than as provided in this Code and in accordance with the principles of the Code.

The Code will provide efficient, accessible and transparent dispute resolution processes for issues arising between individual Repairers and individual Insurers.

Insurers and Repairers agree they have a responsibility to ensure vehicle repairs are authorised and carried out in a professional manner and to ensure that the safety, structural integrity, presentation and utility of the vehicle are restored. In doing so:

**1.1** Insurers will authorise repairs covered by the policy with the objective of:

- (a) restoring the safety, structural integrity, presentation and utility of the motor vehicle;
- (b) complying with relevant Australian Government, state or territory legislation; and
- (c) fulfilling their obligations to the policyholder in accordance with the provisions of the policy and the relevant provisions of the General Insurance Code of Practice relating to insurance claims (annexure 3).

**1.2** Insurers will not require Repairers to carry out repairs that:

- (a) are not in accordance with:
  - i) the documented manufacturers' technical specifications including those supplied by other industry recognised agencies or authorities; or
  - ii) any lawful mandatory specifications and/or standards; or
- (b) use methods that may compromise vehicle warranty conditions; or
- (c) in the absence of (a) and (b) are not in accordance with accepted industry standards and practice,

while having regard to the age and condition of the motor vehicle.

**1.3** Repairers will carry out repairs with the objective of:

- (a) restoring the safety, structural integrity presentation and utility of the motor vehicle;
- (b) complying with relevant Australian Government, state and territory legislation; and
- (c) fulfilling their obligations to the Insurer under provisions of applicable contracts of repair.

**1.4** Repairers will carry out repairs that:

- (a) are in accordance with:
  - (i) the documented manufacturers technical specifications including those supplied by other industry recognised agencies or authorities; or
  - (ii) any lawful mandatory specifications and/or standards; or
- (b) use methods that are consistent with vehicle warranty conditions; or
- (c) in the absence of (a) and (b) are in accordance with accepted industry standards and practice,

while having regard to the age and condition of the motor vehicle.

## **2 SCOPE**

This is a voluntary Code and applies to Insurers and to Repairers or repairer representative organisations that are signatories to the Code. Signatories to the Code agree to be bound by the Code in their dealings with all Code participants within the industry. Signatories to the Code agree that they will promote the Code and encourage non-signatory Repairers and Insurers to become signatories to the Code.

This Code does not give rise to any legal relationship between Insurers and Repairers, other than the obligation to participate in the dispute resolution processes as set out in this Code.

The provisions of this Code are subject to all applicable Australian Government, state and territory laws and all rights and obligations arising under common law.

### **2.1 Signatories to the Code**

A person may become a signatory to this Code by lodging a Code Signatory Notification Form with the CAC.

A person ceases to be a signatory to the Code by lodging a written notice advising the CAC they no longer wish to be a signatory to the Code.

### 3. DEFINITIONS

In this Code:

“Applicant” means the person who starts the EDR process set out in sub-clause 11.3 of the Code.

“Appropriately trained” means a trade qualified panel beater or spray painter.

“Approved Assessor Course” means a course recognised by the CAC.

“Assessor” means an employee, assessing contractor or agent of an Insurer, who is engaged to assess Motor Vehicle accident damage and/or negotiate Repair Estimates between Insurers and Repairers.

“Business ownership structure” means the principal owners of the business, or parent entity, which includes any other person taking a financial interest in the business ownership.

“CAC” means the Code Administration Committee established in accordance with sub-clause 12.1 of this Code.

“Claimant” means a person covered by a Policy or a person who has a claim against a person covered by a Policy.

“Code” means the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.

“Complaint Contact” means a person appointed by the Insurer as its designated Complaint Contact for handling and settling disputes under clause 10 of this Code.

“EDR” means External Dispute Resolution referred to in clause 11.3 of this Code.

“ICA” means the Insurance Council of Australia Limited.

“IDR” means Internal Dispute Resolution established by each of the Insurers under clause 11.2 of this Code.

“Industry” means the Motor Vehicle insurance and repair industries in Australia.

“Insurer” means a member of the ICA or any other person who is in the business of insuring Motor Vehicles in respect of property damage and which, in the course of the business, engages or authorises Repairers to perform Repairs to Motor Vehicles.

“Mediator” means an independent person who is appointed to facilitate discussion between the parties to a dispute to assist them to find a mutually acceptable resolution to their differences.

“Motor Vehicle” means a motor vehicle for which a motor vehicle insurance Policy is held.

“MTAA” means the Motor Trades Association of Australia.

“NSR” means a network smash repairer being a Repairer promoted by an Insurer under an accreditation scheme operated by the Insurer and who is licensed to use the Insurer’s insignia or trademarks.

“Parties” means the applicant and the respondent to a dispute arising under clauses 10 and 11 of this Code.

“PDS” means a product disclosure statement required to be issued by an Insurer under Chapter 7 of the Corporations Act 2001.

“Person” means an individual or entity within the motor vehicle insurance and repair industry.

“Policy” means a motor vehicle insurance policy over a motor vehicle issued by an insurance company, who is a signatory to the Code.

“Policyholder” means a person (natural or body corporate) who holds a policy for a Motor Vehicle with an Insurer.

“Presentation” means the visual appearance of the repair work performed on the Motor Vehicle.

“Publicly Available” includes being published on the public pages of Insurers’ websites.

“Repair” means any work done by a Repairer to repair a motor vehicle or any component, system or part, where the work is covered by a motor vehicle insurance policy and where a claim is or will be made by a claimant including but not limited to:

- (a) dismantling and assembling;
- (b) part and component replacement, adjustment, modification, installation and fitting;  
and
- (c) painting.

“Repairer” means any person lawfully engaged in the business of effecting Repairs to Motor Vehicles.

“Repairer Representative Organisation” means the Motor Trades Association of Australia, any of its member associations or any other trade association representing Repairers.

“Respondent” means the person with whom the Applicant has a dispute.

“Serious Criminal Offence” means any criminal offence under any law of the Australian Government or any state or territory government for which a person would be liable on first conviction to imprisonment for a period of not less than 2 years.

“Signatories to the Code” means those Insurers, Repairers and Repairer Representatives Organisations who are listed on the Code Register of Signatories and who have agreed to be bound by the provisions of this Code and who have not ceased to be bound by the Code.

“Sub-let Repairer” means a person or business, other than the Repairer, who carries out Repairs on a vehicle at the request of, or under contract with, the Insurer.

“Sub-let Repairs” means Repairs carried out by a Sub-let Repairer.

“Upfront” means prominent, obvious and referred to in a table of contents.

## **4. INSURER AND REPAIRER RELATIONS**

### **4.1 Repairers**

In their dealings with Insurers in relation to repairs, Repairers will:

- (a) prepare estimates that provide for an appropriate scope of repairs, ensuring that all repairs are carried out in a safe, ethical, timely and professional manner and in accordance with the method of repair and the parts specified by the Insurer;
- (b) not dismantle a vehicle for the purpose of preparing an estimate unless requested or authorised to do so by the Insurer; and
- (c) not engage in practices designed to hinder or prevent the Insurer or claimant seeking to obtain an alternative quotation.

### **4.2 Insurers**

In their dealings with Repairers in relation to repair work, Insurers will:

- (a) provide Repairers with relevant details relating to the claim that the Repairer requires in order to prepare an estimate or undertake the repair including details of sublet repairs and payments by customers including any excess and contributions;
- (b) not refuse to consider an estimate on unreasonable or capricious grounds;
- (c) pay the agreed amount for all work completed, that has been authorised or requested by the Insurer;
- (d) ensure all assessors engaged by the Insurer are:
  - (i) appropriately trained and have appropriate technical experience; or
  - (ii) have successfully completed an approved assessors course; or
  - (iii) have not less than five years experience as an insurance (motor) assessor;
- (e) not remove a motor vehicle from a Repairer's premises without notifying the Repairer in advance and compensating the Repairer for any legitimate or reasonable towing or storage costs associated with the vehicle and in compliance with relevant legislation; and
- (f) not knowingly ask claimants to drive unsafe motor vehicles for the purposes of obtaining alternative estimates.

## **5. NETWORK SMASH REPAIRER SCHEMES**

### **5.1 Notification of Opportunities to Apply for NSR Status**

- (a) Insurers that have Network Smash Repairer (NSR) schemes will document and publish criteria for membership of those schemes, including information relating to the structure of the scheme.
- (b) Insurers will provide mechanisms for Repairers to register their interest in joining an NSR scheme. These mechanisms will be documented and publicly available.
- (c) Insurers will confirm a Repairer's registration of interest in writing and provide details of the criteria used by the Insurer to select a member of an NSR scheme.
- (d) Insurers will provide Repairers with a fourteen (14) day 'cooling off' period for consideration of an NSR contract after it is executed by the Repairer.

### **5.2 Disclosure of information on NSR schemes**

- (a) Insurers will provide Repairers who are members of an NSR scheme with:
  - (i) the criteria/requirements for retaining NSR status;
  - (ii) the circumstances under which a Repairer's status within the NSR scheme can be changed; and
  - (iii) the circumstances under which a NSR status can be withdrawn, suspended or removed.

### **5.3 Term of Agreement**

All NSR scheme agreements must be for a fair and reasonable term of not less than three (3) years, giving consideration to the time and investment a Repairer has had to make to gain and/or maintain accreditation under an NSR scheme.

### **5.4 Extension of Network Repairer Status**

In the event of any change in the business ownership structure of a Repairer who is a member of an NSR scheme, the Repairer must advise the Insurer and provided the Insurer's existing NSR selection criteria are maintained and performance standards and probity and prudential concerns are met, the Insurer will provide the business NSR status for the remainder of the term of the original NSR agreement. If not, the membership may be terminated notwithstanding clause 5.

### **5.5 Termination of NSR Agreement – breach by Repairer**

- (a) This clause applies if:
  - (i) a Repairer breaches an NSR agreement; and
  - (ii) the Insurer proposes to terminate the NSR agreement, and sub-clause 5.8 does not apply.
- (b) The Insurer must:
  - (i) give to the Repairer reasonable notice that the Insurer proposes to terminate the agreement because of the breach;
  - (ii) tell the Repairer what the Insurer requires to be done to remedy the breach; and
  - (iii) allow the Repairer a reasonable time to remedy the breach.
- (c) For sub-clause 5.5(b)(iii), the Insurer does not have to allow more than thirty (30) days.
- (d) If the breach is remedied in accordance with sub-clauses 5.5(b)(ii) and 5.5(b)(iii), the Insurer cannot terminate the agreement because of that breach, unless the Repairer has in the previous three years been in breach and has been advised in writing that any further serious breach will result in the termination of the agreement.

### **5.6 Termination of NSR Agreement – based on performance criteria**

An Insurer may only terminate an NSR agreement based on a Repairer failing to meet performance criteria or standards, if:

- (a) the performance criteria or standards and the consequences of failure to meet such performance criteria or standards were disclosed to the Repairer prior to entering into the agreement;
- (b) the Repairer fails to meet those performance criteria or standards;
- (c) the breach by the Repairer was subject to written notice by the Insurer to the Repairer advising of the detail of the breach and the Insurer provided the Repairer with a reasonable period of time in which to meet the performance criteria or standards; and
- (d) the Insurer has treated the Repairer fairly in relation to the application and enforcement of performance criteria and standards.

**5.7 Termination of NSR Agreement – no breach by Repairer**

Other than at the expiry of the term of agreement, where a Repairer is not in breach of an NSR scheme agreement, an Insurer may not unreasonably terminate the agreement unless:

- (a) the Insurer provides at least twelve (12) months notice of its intention to terminate the agreement; or
- (b) the Repairer consents in writing to terminate the agreement earlier.

**5.8 Termination of NSR Agreement – special circumstances**

Insurers do not have to comply with sub-clauses 5.5, 5.6, or 5.7 if a Repairer:

- (a) no longer holds a licence that the Repairer must hold to carry on its repair business;
- (b) becomes a bankrupt, insolvent or under external administration;
- (c) is convicted of a serious criminal offence;
- (d) is fraudulent in connection with the operation of the repair business or engages in serious misconduct; or
- (e) agrees to terminate the NSR Agreement.

**6. ESTIMATE, REPAIR AND AUTHORISATION PROCESS**

- 6.1** Where competitive estimates are sought, Insurers will ensure the estimation process is fair and transparent and as far as is practicable, that estimates are comprehensive, complete and inclusive of all obvious damage.
- 6.2** The parties acknowledge ongoing changes in the Industry in relation to the development of realistic times and rates:
- (a) Insurers will state clearly the estimation methodology to be applied; and
  - (b) Repairers in their estimation methodology may separately cost paint, parts, significant consumables and mandatory government environmental levies in so far as they apply to a repair.
- 6.3** Without limiting Insurers' and Repairers' rights to fair and transparent negotiation, the Insurer may not unreasonably or arbitrarily alter the Repairers estimate unless the Insurer insists on changing the repair process, parts or materials to be used (subject to sub-clause 7.4).
- 6.4** While Insurers may enter into commercial arrangements with Repairers that specify performance targets, Insurers will not unduly influence any Repairer to submit estimates on the basis of inducements of further work.

## **7. REPAIR WARRANTIES**

- 7.1** An Insurer will provide details in writing to Repairers of the warranty cover the Insurer provides to insureds, including the Insurer's responsibilities under lifetime warranties.
- 7.2** Unless required by law, Repairers will provide Insurers with a warranty in respect of their workmanship for a period of three (3) years from the date of repair unless a longer period is offered.
- 7.3** Repairers shall only be required to provide a guarantee for parts or paint to the extent that the manufacturer, distributor, supplier or importer of the parts or paint is so liable under an express warranty or under the law, other than to the extent that the quality of the repair arising from the use of the parts or paint arises from faulty workmanship.
- 7.4** If repairs are carried out under a contract between the Insurer and a Repairer, where an Insurer requires a Repairer to use a repair method or part that differs from that recommended by the Repairer, and the Insurer and Repairer are unable to reach agreement to that change, the Insurer will provide such a requirement in writing.
- 7.5** Where the Insurer provides a written requirement under sub-clause 7.4 the Insurer agrees to pay the direct loss or liability incurred by the Repairer by reason of a quality, structural, presentation or safety defect caused by complying with the requirement. The Repairer must immediately notify the Insurer of any claim made against the Repairer that may give rise to a claim under this sub-clause. The Insurer is not liable to pay any loss or liability incurred by the Repairer to the extent that the loss or liability arises from faulty workmanship.
- 7.6** Where issues of workmanship arise, and where practicable, including taking into account customer preferences, the Repairer concerned must be offered the first option to effect required rectification.
- 7.7** Where repairs are undertaken by sub-let repairers at the Insurer's direction the Insurer will take full responsibility for any claim that may arise from the repair by the sub-let repairer and reimburse any reasonable costs incurred by the principal Repairer as a result of an Insurer's nominated sub-let repairer not completing the work as authorised in the allocated time.

**8. PAYMENT TERMS**

- 8.1** An Insurer's maximum payment terms for repair invoices should not exceed thirty (30) days from receipt of invoice by the Insurer or authorised assessor or agent.
- 8.2** Where the price, work or documentation is disputed, payment of the undisputed component will be paid in accordance with the payment terms of sub-clause 8.1.
- 8.3** Insurers will disclose alternative payment arrangements, if any, between Repairers in and those not in the Insurer's NSR scheme.

**9. DISCLOSURE OBLIGATIONS**

- 9.1** Insurers will clearly state, in unambiguous and plain language, upfront in their Product Disclosure Statements, their policy in relation to choice of Repairer.
- 9.2** Insurers will disclose in their Product Disclosure Statements their policy relating to the use of new, non genuine and recycled parts, sub-let repairs and guarantees and warranties.
- 9.3** Insurers will not make misleading or deceptive statements about the quality, capability or timeliness of Repairers that are not members of an Insurer's NSR scheme;
- 9.4** Repairers will not make misleading or deceptive statements about the quality, safety or timeliness of repairs based on who the Insurer is or the approach the Insurer uses to allocate repairs or manage claims; and
- 9.5** Sub-clauses 9.1, 9.3 and 9.4 also apply to telephone enquiries and sales.

## **10. REPAIR DISPUTE RESOLUTION**

This clause applies to disputes that arise prior to the commencement or completion of repair.

### **10.1 Matters for dispute resolution**

- (a) Where disputes arise relating to the appropriate repair and paint method and where it is believed the safety, structural integrity, presentation or utility of the vehicle will be compromised by the proposed repair method, and the dispute cannot be resolved under clauses 1 and 7, the provisions of clause 10 apply.
- (b) Where there are repair disputes which arise prior to the completion of repairs to a motor vehicle other than those described in 10.1(a) and 10.1(c) the parties will at first instance use the provisions of clause 10. This does not prevent either party subsequently pursuing the matter under the provisions of clause 11 once the vehicle has been repaired.
- (c) Disputes relating to the amount to be paid for repairs, or differences of opinion as to the preferred repair method, other than those outlined in sub-clause 10.1(a), are matters for individual Repairer/Assessor negotiation and cannot be disputed under the provisions of clauses 10 or 11.
- (d) Clause 11 will not apply to disputes covered by sub-clauses 10.1(a) and 10.1(c).

### **10.2 Notification of Dispute**

In the event of a dispute under this clause 10, the Repairer must notify the Insurer's complaint contact, providing full details of the dispute and supporting evidence of the concern and the redress sought by the complainant.

### **10.3 Dispute Resolution Procedure**

- (a) Upon notification of a dispute, the Insurer will fully investigate the issue, and the supporting evidence provided by the Repairer and will within two business days make a determination.
- (b) As part of this process, the Insurer will consider the relevant information, may inspect the motor vehicle and will discuss the dispute with the Repairer.
- (c) If the Repairer disagrees with the determination of the Insurer the Repairer retains the right to refuse to carry out the repairs and in that case the Insurer may transfer the vehicle to another Repairer.
- (d) The Insurer agrees to report to the CAC on an annual basis detailing the number, nature and outcome of disputes raised under clause 10.

## **11. DISPUTE RESOLUTION PROCESS**

This clause applies to disputes arising from clauses 4 to 9 of the Code and disputes over contractual arrangements.

### **11.1 Application and Principles**

- (a) The procedure in this section applies to all disputes relating to alleged non-compliance with the Code and to disputes of a contractual nature but does not apply to disputes which are described in sub-clause 10.1(a) and 10.1(c).
- (b) Insurers and Repairers agree that disputes relating to alleged non-compliance with the Code and to disputes of a contractual nature, should be resolved promptly, transparently and fairly.

### **11.2 Internal Dispute Resolution**

- (a) Each Insurer will establish an internal dispute resolution (IDR) mechanism that provides for the prompt, transparent and fair resolution of disputes.
- (b) All disputes should in the first instance be directed through Insurers' IDR mechanisms.
- (c) Insurers will provide to the Repairer a written acknowledgement of the complaint within five business days. Within a further 10 business days, Repairers and Insurers will conclude the IDR process, unless otherwise agreed to by both parties.
- (d) If the Repairer disagrees with the outcome of an IDR process, they can elevate the dispute to External Dispute Resolution (EDR).

### **11.3 External Dispute Resolution**

- (a) To commence an EDR action under the Code, the applicant must lodge a notice of dispute with the CAC or its nominee and the respondent, providing the following information:
  - (i) the nature of the dispute;
  - (ii) what outcome the applicant wants; and
  - (iii) what action the applicant thinks will settle the dispute.
- (b) The applicant and the respondent may then either agree on a mediator, or if the parties cannot agree on a mediator within 2 business days, they must

request the CAC or its nominee to appoint a mediator. The mediator should be appointed within 2 business days.

- (c) Subject to sub-clause 11.3(d), the Mediator may decide the time and place for the conduct of the mediation.
- (d) Any face-to-face mediation under this Code must be conducted in the state or territory in which the repairs took place and within a reasonable distance of the Repairer's premises, unless otherwise agreed by the parties.
- (e) The parties participating in the mediation should try to resolve the dispute within 15 business days of the notification of the dispute, unless otherwise agreed to by both parties.
- (f) Those participating in the mediation must have the authority to enter into an agreement to settle the dispute.
- (g) If the mediation does not result in an outcome acceptable to both the applicant and the respondent, or the dispute proves incapable of resolution by mediation, the Mediator will provide a written statement to the applicant and the respondent setting out:
  - (i) the parties to the dispute;
  - (ii) an outline of the dispute; and
  - (iii) a list of unresolved issues;
- (h) Any statement issued under sub-clause 11.3(g), must remain confidential between the parties to the dispute and the Mediator.
- (i) Disclosure of any statement under sub-clause 11.3(g) to a third party requires the consent of the applicant and the respondent except where disclosure is required by law.
- (j) At the conclusion of the mediation the mediator should advise the CAC in writing whether the mediation was successful or unsuccessful.

#### **11.4 Conditions**

- (a) This clause does not affect the right of a party to take legal action in relation to a dispute.
- (b) The parties will share the costs equally of mediation under this sub-clause 11.4, unless they agree otherwise.
- (c) The parties must pay for their own costs of attending the mediation.
- (d) The parties must mediate in good faith.

## **12. ADMINISTRATION**

### **12.1 Code Administration Committee**

- (a) The Code will be administered by a Code Administration Committee (CAC);
- (b) The CAC will consist of signatories to the Code being:
  - (i) three appointees of ICA; and
  - (ii) three appointees of MTAA;
- (c) Members of the CAC shall hold office for a period of two (2) years, but may be re-nominated for further two (2) year periods subject to sub-clause 12.1(d);
- (d) The ICA and MTAA can replace or substitute their respective appointees at any time and for any reason, but in the spirit of the Code each will endeavour to ensure continuity of representation at CAC.
- (e) The members of the CAC will elect one of their number as chairperson for a 12 month period on the basis that an appointee of ICA and an appointee of MTAA will rotate as chairperson and the first rotation shall be determined by lot;
- (f) The chairperson will be responsible for arranging for administrative support for the CAC activities;
- (g) The CAC will meet at least two times a year, but may meet more frequently as required; and
- (h) Changes to the Code can be made by the CAC only on a consensual basis.

### **12.2 Role of the CAC**

The CAC will:

- (a) develop a protocol for the appointment, establishment and operation of a national panel of mediators;
- (b) monitor compliance with the Code;
- (c) produce a publicly available annual report on the Code and provide a copy of the report to the relevant Australian Government Minister. The report will include:
  - (i) an assessment of Insurer and Repairer compliance with the Code;
  - (ii) the number and type of applications for EDR under the Code; and

- 
- (iii) any other matters the CAC considers relevant to the Code;
  - (d) develop its own administrative procedures and protocols and obtain adequate funding to administer and monitor the Code from ICA and MTAA;
  - (e) advise on the promotion of the Code within the Industry; and
  - (f) conduct an initial internal review of the operation of the Code 12 months after the commencement of operation of the Code on 1 September 2006. This is to be followed by an external review of the operation of the Code every three years from the commencement of the Code.

### **12.3 Confidential Information**

The appointees to the CAC must not disclose any confidential information acquired in the course of their appointment to the CAC unless required by law to do so.

