23 July 2014
(updated on 22 Oct 2014)

Code of Practice - Access to Repair and Service Information for Motor Vehicles

BACKGROUND

This Voluntary Code of Practice for Access to Service and Repair Information for Motor Vehicles (the Code) has been developed by the Motor Industry Association of New Zealand (INC) (MIA) on behalf of its’ member as a means of securing industry agreement on the process to be followed where parties other than Authorised Dealers request access to proprietary service and repair information in New Zealand.

The primary purpose of the Code is to provide guidance to the wider industry on the provision of Repair Information and to give broad indications of where there are any restrictions on the provision of particular data.

GOALS

The objectives of the Code are:

- to provide an information pathway to Repair Information that may be used by parties outside the Authorised Dealer network in return for the payment of Commercially Reasonable Prices;
- to clearly articulate the requirements and obligations that parties accessing Repair Information under this Code are subject to;
- to provide a fair means of access to Repair Information for parties outside the Authorised Dealer network without unfairly advantaging those parties to the detriment of Authorised Dealers;
- to reflect the principle that any costs associated with the development of systems to meet the requirements of this Code will be passed on to the users of the system in a reasonable and justifiable manner which may include the Original Equipment Manufacturer (OEM) assessment of cost recovery given the likely volume of usage based on such criteria as the size of the NZ market.

CONSULTATION

In developing the Code, the MIA consulted with the members of the Association.
GUIDANCE TO INDEPENDENT REPAIRERS

The MIA supports a responsible approach to ensuring that the public have an opportunity to choose the repair or service facility that best suits their particular needs while maintaining the safety, security and environmental performance of their Motor Vehicle. While a wide range of information is available from a variety of sources, the Code excludes the provision of certain information relating to security, safety and environmental performance by OEM’s.

A periodic review of the operation of the Code will be scheduled as required.

In interpreting, applying and considering the provisions of the Code, the MIA notes that it is relevant to take into account both the investment in tools, equipment and training that OEM Authorised Dealers are required to make, and the expectation that equivalent requirements would apply to other organisations seeking access to Repair Information.

GUIDANCE TO ORIGINAL EQUIPMENT MANUFACTURERS

The adoption of the Code is voluntary for MIA members.

The Code does not cover or make provision for the supply of Special or Diagnostic tools or the software to support their use.

The purpose of the Code is to ensure that access to Repair Information does not become a barrier to entry to the market for repair and maintenance services of motor vehicles in the future.

The Code is set as a minimum standard and it is noted that a wide range of OEM’s already provide Repair Information to a range of Independent Repairers.

TERMS APPLYING TO ACCESS TO REPAIR INFORMATION

DEFINITIONS

In this Code, the following definitions apply:

(a) Authorised Dealers: means a franchisee or a new Motor Vehicle dealer located in New Zealand authorised by an OEM to sell, service and repair new Motor Vehicles manufactured and/or imported by the OEM;

(b) Commercially Reasonable Prices: means the price set by each individual OEM at their own discretion for access to Repair Information. The setting of such prices may, but does not have to, take into account some, or all, of the following:

(i) The price the Authorised Dealers pay or are deemed to have paid for the Repair Information excluding any rebates or incentives applied to Authorised Dealers;

(ii) The ability of the OEM to recoup the added cost of development of the Repair Information delivery mechanism for use by the Independent Repairers through sales within the New Zealand market;

(iii) The extent to which the Repair Information generates income, or is expected to generate income, by users;

(iv) Any other matters reasonably related to the cost of the provision and development of the Repair Information and
(v) The cost of distribution of such Repair Information.

(c) **Diagnostic Tool**: means proprietary diagnostic tools approved by an OEM for use in diagnosing repairs required for Motor Vehicles that they distribute;

(d) **Excluded Information**: means security, safety and environmental information that an OEM decides not to provide access to and any information listed in subparagraph (i) below as being excluded from the definition of Repair Information;

(e) **Independent Repairer**: means a company, person or other entity that provides Motor Vehicle repair or servicing services to customers, excluding Authorised Dealers;

(f) **Motor Vehicle**: means passenger motor vehicles, light commercial vehicles, four wheel drive passenger vehicles and utility vehicles designed for transport of persons or goods on public roads.

(g) **OEM**: means a manufacturer or authorised importer of Motor Vehicles that is a member of the MIA and which has endorsed this Code.

(h) **Operative Date**: means a date occurring three months after the date on which the MIA approved this Code.

(i) **Repair Information**: means service, maintenance and repair information which is in the possession of an OEM and which has been made available to Authorised Dealers by an OEM. Service and Repair Information comprises workshop repair manuals, body repair manuals and wiring diagrams but does not include the following information:

- Information exchanged between the OEM and an Authorised Dealer or any other party for the purpose of resolving a technical issue (whether in general or related to a specific vehicle) for which there is no update of a service manual as yet published;
- Information relating to warranties, service history, campaigns or other recalls;
- Information generated by the Motor Vehicle on particular use of the vehicle by the driver/s;
- OEM’s direct information hotlines made available for Authorised Dealers;
- Information that may be subject to privacy laws;
- Repair history for a particular Motor Vehicle;
- Any information that is not generally available to Authorised Dealers;
- Any source code for software or full copies of any software programs;
- Matters relating to franchise arrangements, including without limitation any confidential information;
- Information relating to a specific repair on a specific Motor Vehicle;
- Information relating to the security of a Motor Vehicle including but not limited to key codes and the security programs of immobilizer equipment and systems;
- Any information (including vehicle computer updates) that may result in non-compliance with any relevant safety, emission or any other legislation affecting Motor Vehicles;
- Diagnostic Tools and information pertaining to those tools and related software updates;
- Parts catalogues published by an OEM.
(j) **Special Tools**: Means hand tools specifically designed by or on behalf of an OEM for application to a particular task in the maintenance, repair or servicing of a particular Motor Vehicle distributed by the relevant OEM.

**SCOPE AND COVERAGE OF THE CODE**

The Code applies to all OEM’s. To the extent that the Code imposes restrictions or obligations upon Independent Repairers that seek access to the Repair Information from an OEM, such Independent Repairers will be required to agree to comply with those restrictions or obligations at the point of accessing the Repair Information.

The Code will be reviewed and as necessary amended from time to time. Notification of any such amendments will be through the MIA website.

The Code will apply to Repair Information requested after the Operative Date. The release of Repair Information will be within a reasonable time of such information being made available to Authorised Dealers.

The Code does not apply to Motor Vehicles imported other than by the OEM. (i.e. repair information and special tools for grey imports are not subject to the Code).

This Code extends only so far as to require the provision of Repair Information that is accessible by the OEM and does not require an OEM to provide any information that may be available outside New Zealand, but not in the possession of the OEM.

**ACCESS TO REPAIR INFORMATION AND SPECIAL TOOLS**

Each OEM shall:

(a) make Repair Information available to Independent Repairers at Commercially Reasonable Prices;
(b) ensure that the Repair Information made available to Independent Repairers is made available in a similar form to the form it is made available to Authorised Dealers (e.g. on-line, in hard copy or soft copy);
(c) at its discretion provide access to Repair Information on its web-site or other medium in a subscription model in blocks of time where possible, for example in time blocks of 24 hours, 7 days, 30 days or 1 year; and
(d) ensure that the prices for access to Repair Information are Commercially Reasonable Prices given development and maintenance costs of any specialist systems and expected volumes of use given overall market penetration of any particular marque.

The path to the most current and accurate Repair Information will generally be through the individual OEMs’ websites. On occasions, Repair Information will not be available on-line and may be purchased in hard copy from the OEM. There may be other independent arrangements that OEMs and/or third party suppliers develop for access to Repair Information; however these arrangements are outside the intended ambit of this Code.

**OBLIGATIONS UPON PARTIES ACCESSING REPAIR INFORMATION**

It is understood and acknowledged that Independent Repairers will be granted access to Repair Information under this Code subject to the following conditions:
The Repair Information is applicable only to the use, repair and replacement of new genuine parts and may not be applicable where the Independent Repairer uses non-genuine parts in the repair or maintenance of a Motor Vehicle;

All Repair Information is proprietary to the OEM and is subject to applicable copyright, trademarks and other intellectual property rights of the OEM. Their production or disclosure is subject to the copyright, trademarks and other intellectual property rights relating to such Repair Information and remain the exclusive property of the OEM;

The fact that an Independent Repairer has been given access to Repair Information under the provisions of this Code does not give the Independent Repairer, or any associated group or organisation, the right to claim or represent themselves as “factory trained”, “authorised dealer”, or any other similar terms;

To the maximum extent permitted by law the Repair Information is provided by the OEM without any warranty or guarantee as to their fitness for intended purpose or accuracy.

To the maximum extent permitted by law each Independent Repairer does not have any rights of recourse against any OEM or party supplying the Repair Information.

Repair Information provided is used by the Independent Repairers at their own risk (including in relation to personal injury and property damage);

All Repair Information provided under this Code is provided solely to assist Independent Repairers to provide repair services to their customers and such information must not be copied, sold, republished or provided to other parties and shall not be used to obtain access to intellectual property of an OEM or be used to reverse engineer any part, component, hardware or software;

Repair Information provided under this Code is appropriate for use only by suitably qualified, experienced and competent Independent Repairers and the onus is on the Independent Repairer seeking to purchase Repair Information to determine that they fit this description; and

In the event that an Independent Repairer has a number of company owned outlets or franchised outlets at which repair and servicing services are provided, such Independent Repairer is prohibited from reproducing or making available any Repair Information it has obtained under this Code at more than one such outlet, unless Commercially Reasonable Prices are paid for each such outlet to have access to such repair Information.

**COMPLAINTS REGARDING ALLEGED BREACHES OF THIS CODE**

Complaints made by Independent Repairers alleging a breach of this Code can be referred to the Chief Executive of the Motor Industry Association of New Zealand (INC). The CEO will only consider complaints made in writing. The CEO will ensure that all complaints are considered in a timely fashion. As a general rule complaints will be determined within six weeks of receipt. The process for determining complaints shall be determined by the MIA.
**Code is Voluntary**

All existing legal rights and obligations are unaffected by this Code. All MIA Members choose to be bound by this Code at their discretion. This Voluntary Code of Practice is in force from the Operative Date.

Each member of the MIA that manufactures, imports or distributes Motor Vehicles will be given the opportunity to acknowledge their organisation’s commitment to the Code and these commitments will be listed on the MIA website at www.mia.org.nz.

If an OEM later decides that there are other methodologies they wish to apply to provide their Repair Information to Independent Repairers, or for any other reason they wish to withdraw their support from the Code, they may advise MIA of that intention at any time.

MIA Members that become bound by the Code will provide the contact details for a responsible officer who will be the designated contact for all communication with that OEM for the purposes of this Code.

This Voluntary Code remains in operation for a period of four years from the Operative Date and is subject to review six months prior to expiration.
ANNEX 1: The following table provides a summary of the wide range of technical information currently publically available. Some of these are provided by the New Zealand Distributor, and others are provided by independent organisations, through third party websites.

<table>
<thead>
<tr>
<th>Brand</th>
<th>Format/location/web address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfa Romeo</td>
<td>Web based – cost dependent on time used: <a href="https://www.technicalinformation.fiat.com/ecomm-web/web/index.jsp">https://www.technicalinformation.fiat.com/ecomm-web/web/index.jsp</a></td>
</tr>
<tr>
<td>Audi</td>
<td>Web Based – cost dependant on usage and level of access required. <a href="https://erwin.audi.com">https://erwin.audi.com</a></td>
</tr>
<tr>
<td>Citroen</td>
<td>Web based - cost dependent on time used. <a href="http://service.citroen.com/">http://service.citroen.com/</a></td>
</tr>
<tr>
<td>BMW Group vehicles Including MINI &amp; Motorcycle</td>
<td>The BMW dealer will provide fitting instructions for the body component being sold to the panel repairer on request. BMW accepts no liability or responsibility for incorrectly fitted components by the repairer due to insufficient training or incorrect tooling being used.</td>
</tr>
<tr>
<td>Chrysler, Dodge, Jeep</td>
<td>The dealer will provide fitting instructions for the body component being sold to the panel repairer on request.</td>
</tr>
<tr>
<td>Fiat</td>
<td>Web based – cost dependent on time used: <a href="https://www.technicalinformation.fiat.com/ecomm-web/web/index.jsp">https://www.technicalinformation.fiat.com/ecomm-web/web/index.jsp</a></td>
</tr>
<tr>
<td>Ford</td>
<td>Body repair information or manuals (for most models) are available at Authorized Ford Dealership Service Departments. A charge maybe incurred for any information provided.</td>
</tr>
<tr>
<td>Holden</td>
<td>Where available, the Holden dealer will provide collision repair information for the body components being sold to the body repairer on request. Holden New Zealand accepts no liability or responsibility for components incorrectly fitted by the repairer due to insufficient training or incorrect tooling being used. A charge may be incurred for any information provided.</td>
</tr>
<tr>
<td>Great Wall</td>
<td>No Central location exists/ Contact Local dealer for Technical information, hard copy can be purchased if required.</td>
</tr>
<tr>
<td>Brand</td>
<td>Format/location/web address</td>
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<tr>
<td>Honda Motor Vehicles:</td>
<td>- Body repair manuals only are available as pdf through Honda NZ Parts Website.  &lt;br&gt;Website <a href="http://parts.honda.co.nz/partsdirect/cgi-bin/pdsigninf3">http://parts.honda.co.nz/partsdirect/cgi-bin/pdsigninf3</a>  &lt;br&gt;  - Users need to apply for an account with Honda NZ Parts which will give unique username/password to allow access to this site if you don’t have this already.</td>
</tr>
<tr>
<td>Hyundai</td>
<td>PDF available from all Hyundai dealerships and parts and service agents.</td>
</tr>
<tr>
<td>Kia</td>
<td>Manuals are available to purchase from any Kia dealer in hard copy or DVD.</td>
</tr>
<tr>
<td>Mazda</td>
<td>Vehicle body / crash repair / SRS Safety information is available for purchase from Mazda Dealer Parts Departments (One CD covers all models).</td>
</tr>
<tr>
<td>Mercedes-Benz</td>
<td>MBNZ has not yet decided whether or not it will sign up to the proposed voluntary repair information code of practice.</td>
</tr>
<tr>
<td>Mitsubishi</td>
<td>Older manuals are hard copy and can be ordered from dealers. Newer vehicle details are included in the Dealer Diagnostic tool. Copies can be ordered for a charge from dealers. Refer to i-Car website for some details also.</td>
</tr>
<tr>
<td>Nissan</td>
<td>Body repair information or manuals (for most models) are available at all Nissan Dealership Parts or Service departments. A charge maybe incurred for any information provided.</td>
</tr>
<tr>
<td>Peugeot</td>
<td>Web based – cost dependent on time used: <a href="http://public.infotec.peugeot.com">http://public.infotec.peugeot.com</a></td>
</tr>
<tr>
<td>Porsche</td>
<td>Web Based – cost dependant on usage and level of access required. <a href="http://www.porsche.com/uk/accessoriesandservice/porscheservice/">http://www.porsche.com/uk/accessoriesandservice/porscheservice/</a></td>
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<td>Brand</td>
<td>Format/location/web address</td>
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</tr>
</tbody>
</table>
| Renault | Web Based – cost dependant on usage and level of access required  
http://www.infotech.renault.com/  |
| Skoda   | Web Based – cost dependant on usage and level of access required  
https://erwin.skoda-auto.cz/erwin/showHome.do  |
| Subaru  | No material for early models. 2000 model year onwards available from dealer service departments. There may be a charge |
| Suzuki  | Swift, SX4, Grand Vitara, Alto and Kizashi CD ROM, DVD information provided to ICar NZ (Copies of the same CD ROM and DVDs can be purchased from any Suzuki Dealer) |
| Toyota  | Body & Crash Repair information is available from any authorised Toyota Dealership. A charge maybe incurred for any information provided. |
| Volkswagen | Web Based – cost dependant on usage and level of access required  
https://erwin.volkswagen.de/erwin/showHome.do  |
| Volvo   | Web Based – cost dependant on usage and level of access required  
https://tis.volvocars.biz/tis/main.do  |