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1. Bingle for repairers The information provided in this section is intended to promote transparent, informed, effective and co-operative relationships between Bingle and repairers by clearly stating what you can expect in your dealings with us.

Bingle meets the requirements of the Motor Vehicle and Repair Industry Code of Conduct in NSW, which sets out standards of fair-trading, process and transparency in the relationship between insurers and repairers.

- Payment Terms
- Bingle's Quoting System
- Repair Policy Guidelines
- Repair Guarantees and Responsibilities
- Dispute Resolution for Repairers
- Consumer Appeals Service for NSW Repairers

2. Payment terms Bingle is committed to paying Repairers promptly for all authorised repairs. Bingle undertakes to pay repairer invoices within 30 working days of receipt of an invoice provided that invoice corresponds with the authorised repair cost.

In order to meet these payment terms it is important to ensure the authorised amount for repairs and the invoiced amount are identical. If these amounts do not match please contact the assessor before submitting your invoice to ensure we can pay you promptly.

3. Bingle's quoting system When a customer makes a claim for car repairs, Bingle will arrange for a cost-effective high quality repair through a quality repairer that we recommend, who are committed to providing complete and competitive quotes.

To demonstrate our commitment to providing quality repairs, Bingle provides its customers with a Lifetime Guarantee on all repairs we authorise, and all our assessors are qualified motor vehicle repair tradespeople.

4. Quoting for Bingle Bingle's quoting model is based on ordinarily obtaining one quote from one of our recommended repairers, who are committed to providing quality repairs at a competitive cost. However, in some cases customers will be asked to obtain two quotes, one of which must be from a repairer recommended by Bingle. If Bingle requests two quotes, we will review the quotes and decide who the successful repairer will be.

Repairers should quote in dollars and refer to Bingle's Repair Policy Guidelines when quoting for Bingle. You should not submit a quote if for any reason after inspecting the vehicle you do not believe you have the equipment, or expertise, to carry out the repairs properly.

Should a problem arise in your dealings with us, you should in the first instance raise this with your local Bingle Repairer Development Manager. Refer also to Repair Guarantees & Responsibilities and Dispute Resolution for Repairers for further information.

5. Quote adjustments

Bingle retains the right to make adjustments to quotes, where appropriate. In all cases such adjustment will be made through a process of negotiation with the repairer and will not be unreasonable or arbitrary.

Bingle may determine adjustments are required for a number of reasons including changes to repair method, the use of recycled parts or identification of non-consistent damage.

Adjustments may also be required where the assessor considers a cost component of the quote to be unreasonable. This will be done through a process of fair and transparent negotiation with the repairer. Petty adjustments would be considered inappropriate.

Any repair method changes, or price adjustments, will be based on the knowledge and expertise of Bingle's assessor and will be made in consultation with the repairer.

6. Requirements for an additional quote

Bingle's quoting model is based on obtaining only one quote from one of our recommended repairers and authorising repairs as quickly as possible. However, there are circumstances where Bingle's assessor may determine it is necessary to obtain an additional quote.

These include situations where, in Bingle's opinion:

- the first quote is considered excessive
- the first quote does not accurately reflect the damage to the vehicle
- the repairer is not suitably equipped, or does not have the expertise, to properly carry out the repairs
- a quote has not been obtained from a Bingle recommended repairer as requested

7. Supplementary authorities

Bingle recognises that despite the best efforts of the repairer and our assessor to include all aspects of the repair in the initial assessment, there may be instances where further damage is subsequently identified.

Bingle will therefore authorise legitimate supplementary payments, without penalty to the repairer, although we reserve the right to inspect the additional damage prior to authorisation of the supplementary.

**8. Repair policy
guidelines****8.1 Manufacturer's standard new car warranty**

New Original Equipment Manufacturer (OEM) parts will be used except for the replacement of windscreens and window glass for which Australian manufactured, Australian Design Rule compliant parts may be used. If parts can be repaired successfully, repairs will be authorised during the manufacturer's warranty period.

8.2 Outside manufacturer's standard new car warranty

We will use parts that are consistent with its age and condition. This may include new, non-OEM, OEM equivalent and/or recycled parts.

8.3 Air conditioning

Bingle will only accept R134A as a replacement for the refrigerant gas R12 in air conditioning units for vehicles pre-1993 requiring retrofit. Any additional cost incurred as a result of retrofit modifications will be the responsibility of the customer and the local Bingle assessor will discuss this with the customer.

Bingle will authorise the replacement of the receiver drier if the system is broken at the scene of the accident or is exposed for more than ten minutes during the repair process.

8.4 LP gas

All removal and repairs to LPG systems are to be carried out by an authorised LPG agent.

8.5 Headlights

Only new OEM, second-hand OEM and exchange OEM headlights are to be used. Caution needs to be taken that all components used in recycled and rebuilt exchange headlamps are of OEM origin. Many of the recycled headlamps available are imported with differing lens patterns that may not be Australian Design Rule compliant and are therefore not acceptable.

8.6 Safety related parts

Replacement safety related parts must be new parts or parts reconditioned by a recognised supplier whose work is accepted by the motor trade.

Reconditioned safety related parts must be only those parts where reconditioning is common practice and accepted by the motor trade.

8.7 Fuel tanks

All fuel tanks are to be supplied new original equipment, or recycled where they can be tested and approved by a suitable approved outlet.

8.8 Road wheels

Only new parts will be used in the replacement of steel and alloy road wheels. Recycled replacement steel wheels are acceptable in cases where they can be inspected and tested by an approved company, e.g. one of the leading tyre chains. Minor repairs to steel wheels can be carried out by an approved company. Alloy wheels are not to be repaired or welded, with the exception of surface scratches, which can be repaired and re-lacquered.

8.9 Tyres

Only new tyres are to be supplied. Retread and recycled tyres are not acceptable. If retread tyres are fitted prior to the accident refer this to your local Bingle assessor as an owner contribution may apply.

8.10 Seat belts

Only new OEM seat belts are to be used. Your local Bingle assessor will determine when a seat belt is to be replaced. Seat belts are not to be repaired nor should they be replaced with recycled parts.

8.11 Windscreens

Non-OEM windscreens and window glass must be Australian manufactured, Australian Design Rule compliant parts.

8.12 Sectionalised repairs

Bingle will not authorise or accept the 'cut and shut' repair method, e.g. where the complete front or rear section is replaced by joining the vehicle through the passenger compartment.

Sections which are acceptable are those such as the radiator support panel, centre pillar/sill section assembly, rear quarter panel/rear panel section etc. If any doubt arises please refer to your local Bingle assessor.

8.13 Contract repairs

Under no circumstances will Bingle authorise individual repairs on a contract basis. A contract repair is when the repair price for an individual repair is set with no additional cost allowed.

8.14 Repair guarantees and responsibilities

Bingle provides its customers with a Lifetime Repair Guarantee on the quality of the workmanship and the materials authorised by Bingle in the repair of their vehicle. Your responsibilities, and ours, under Bingle's Lifetime Repair Guarantee are outlined below.

8.15 Repairer's responsibility

In carrying out repairs for Bingle you are required to acknowledge your legal responsibility to repair customers' vehicles in a proper and workmanlike manner.

1. In order to do this you are required to:

- a. provide a warranty in respect of your workmanship for a period of three years from the date of repair unless you offer a longer warranty period; and
- b. provide a warranty for parts and paint to the extent of the manufacturer or supplier warranty, except where the fault arises from faulty workmanship in which case the three year warranty for workmanship will apply.

8.16 Bingle's responsibility

Bingle accepts responsibility under its Lifetime Repair Guarantee for all reworks other than those that are your responsibility, as described above.

Bingle will also be responsible for reworks where we have directed the use of a repair method or part that differs from that recommended by you, and where you have indicated you dispute the repair method chosen. Under these circumstances Bingle is required to provide you with written confirmation accepting responsibility for the directed repair method or part used.

Bingle agrees to pay for the direct loss or liability incurred by you as a result of a quality, structural, presentation or safety defect caused by complying with such a requirement. You must immediately notify Bingle should a claim be made against you. However, Bingle will not be liable to pay any loss or liability incurred by you to the extent that the loss or liability arises from faulty workmanship.

Bingle will also be responsible for all reworks resulting from sub-let repairs where Bingle has directed the sub-let provider to be used.

8.17 Disputes over responsibility for rework

Should you dispute liability for a rework for which Bingle considers you responsible you, should in the first instance raise this matter with the local Bingle Repairer Development Manager. Should you be unable to successfully resolve the issue, please refer to Dispute Resolution for Repairers.

8.18 Dispute resolution for repairers

Bingle recognises that from time to time issues of dispute may arise in your dealings with us. In the first instance these issues should be raised with your local Bingle Repairer Development Manager. In most cases these issues can be resolved at the local level, but should this not be possible, the following procedures have been put in place to assist you.

1. Disputes arising prior to the completion of repairs - two day process

In order to minimise delays in having customers' cars repaired, a two-day dispute resolution process will address any disputes that arise prior to the completion of repairs. In most cases it would be expected these disputes will be resolved at the local level, or under the terms of Repair Guarantees and Responsibilities.

Minor disagreements relating to the amount to be paid for repairs, or differences of opinion as to the preferred repair method, other than those described below, need to be handled through negotiation with the assessor, and if necessary the Bingle Repairer Development Manager. Such disputes cannot be elevated beyond this level.

a. Repair method disputes

Disputes over repair method relating to the safety, structural integrity, presentation and utility of the vehicle can be raised through internal dispute resolution by contacting Australian Associated Motor Insurers Limited's Consumer Appeals Service, which provides this service for Bingle. The issue, in the first instance, needs to be raised with your local Repairer Development Manager.

When advising the Consumer Appeals Service of a dispute you will be required to provide full details of the dispute, together with supporting evidence to substantiate your position. A determination on the dispute will be made within two business days.

Bingle agrees to be bound by the determination of the Consumer Appeals Service. However should you disagree with the determination you retain the right to refuse to carry out repairs, and under those circumstances Bingle retains the right to have the vehicle repaired by another repairer. No further dispute resolution exists for such disputes.

b. Other disputes

Where a dispute, other than described above, occurs prior to the completion of repairs, this can also be raised through internal dispute resolution by contacting the Consumer Appeals Service. The issue should initially be raised with your local Repairer Development Manager or Bingle Manager.

A determination will be made within two days however in such cases if you disagree with the determination you may raise the matter under the External Dispute Resolution procedures of the Motor Vehicle Insurance and Repair Industry Code of Conduct.

2. Dispute Resolution - after completion of repairs - 15 day process

Where a dispute arises after the completion of repairs, and you feel that Bingle has not acted in accordance with our contractual arrangements with you, or the provisions of the Motor Vehicle Insurance and Repair Industry Code of Conduct, you may raise this dispute with the Consumer Appeals Service. You will be required to provide full details of the dispute and your concern with Bingle's conduct.

Bingle will respond within five business days, and will endeavour to conclude the dispute resolution process within a further ten business days, having taken into account all relevant details in arriving at a determination.

Bingle agrees to be bound by the determination of the Consumer Appeals Service. However, should you disagree with the determination you may raise the matter under the External Dispute Resolution procedures of the Motor Vehicle Insurance and Repair Industry Code of Conduct.

8.19 Consumer Appeals Service for repairers

Bingle's Consumer Appeals Service is provided by Australian Associated Motor Insurers Limited. The service is independent of Bingle and provides a free disputes resolution service to our customers who may have a dispute with us.

The Consumer Appeals Service has also been extended to cover repairers in NSW, providing them with effective, timely and independent dispute resolution.

The raising of issues through this process will not affect any business relationship between the repairer and Bingle.

1. Disputes arising prior to the completion of repairs - two day process

Disputes in the first instance should be raised with your local Bingle Repairer Development Manager.

If you are not satisfied with our response you may request a review of this decision by contacting the Australian Associated Motor Insurers Limited Consumer Appeals Service.

2. Disputes arising after the completion of repairs - 15 day process

Disputes in the first instance should be raised with the local Bingle Repairer Development Manager.

If you are not satisfied with our response you may request a review of this decision by contacting the Australian Associated Motor Insurers Limited Consumer Appeals Service.

Telephone: 1300 130 794 (local call costs apply)
9 am - 5 pm Monday to Friday (EST)
Email: consumerappeals@aami.com.au
Fax: (03) 9529 1214

Write to: The Australian Associated Motor Insurers Consumer Appeals Service, PO Box 14180, Melbourne City Mail Centre, Victoria 8001