



D & M Automotive Service Centre

2 / 5 Vesper Drive Narre Warren VIC 3805

Excellence in car service and repairs

Mitsubishi Motors Australian Limited (MMAL) Exclusive Dealing Notification
RN10000433.

Interested Party Response – Objection to the Notification

Email to: adjudication@accc.gov.au

I object to this notification and request that the ACCC revoke this notification because this conduct:

- has the purpose, effect or likely effect of substantially lessening competition, and
- in all the circumstances, will not result in likely public benefit which would outweigh the likely public detriment.

D & M Automotive Service Centre is a proudly family owned and operated business for 30 years, currently employing 2 people providing a valuable service to our local community and surrounding areas. We are qualified and specialise in transmission repairs and rebuilding, AFSACS (Vic Roads) registered LPG specialist installer and repairer as well as providing repairs, maintenance and scheduled/logbook servicing to all makes and models of vehicles.

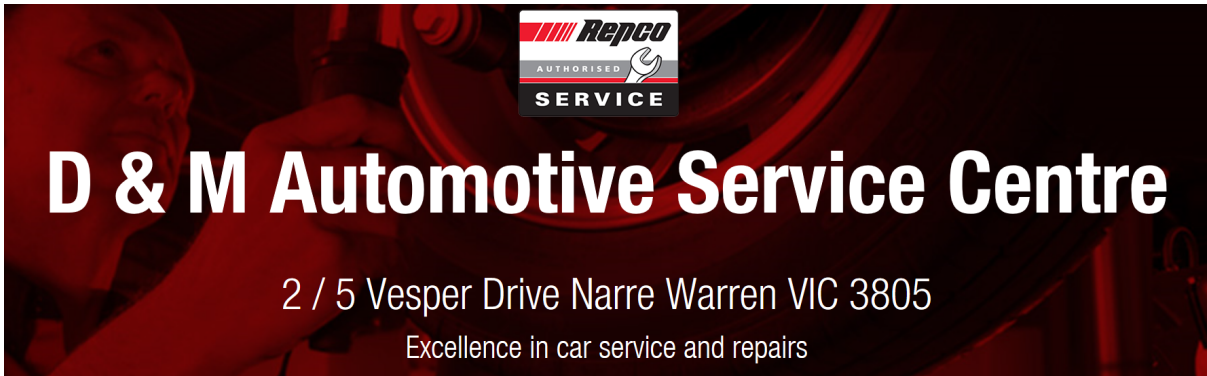
If this exemption is granted to Mitsubishi it will set a precedent for all other manufacturers to do the same, giving them complete monopoly on our industry which will have a devastating effect on us and all independent workshops as ongoing servicing will be non-existent and the consumer will also be at the mercy of the dealer in terms of costs as they will have no other CHOICE. The VACC & AAAA have fought long and hard for the customer to have choice of repairer and this proposed application goes against the Australian Consumer Law(ACL) that states that “there is NO REQUIREMENT under the ACL for a vehicle to be serviced by an authorized dealer in order for their consumer guarantees to apply” which to date has been upheld by the ACCC and should also apply to any ‘extended warranty’.

In this submission from Mitsubishi, the consumer is asked to give up their right to use an independent repairer of their choice for what are quite dubious benefits. The terminology used in the included warranty documentation leaves quite a bit of room to reject most warranty claims.

Terminology like:

- LIMITED LIFE WARRANTY ITEMS (12 Months from date of first registration or 20,000 km)
- Some components in your vehicle are subject to normal wear and tear. The use of your vehicle can influence the life of these components. Any component subject to regular servicing is covered for 12 months or 20,000 km, whichever comes first.

The ‘Limited Life Warranty’ is open to interpretation, allowing Mitsubishi to exempt any mechanical component normally included in the regular service schedule, especially engine or driveline components after 20,000 kms or 12 months, if they fail.



This alone gives Mitsubishi reason to reject warranty for any unforeseen component failure after 12mths or 20,000 kms, or in real terms, after the first scheduled service at 15,000 kms.

The consumer will pay more for servicing, will pay more for Mitsubishi branded parts whilst receiving no additional benefit than is already applicable under Australian Consume Law.

In fact, arguably under the terms of this 'extended' warranty, the consumer rights for remedy are significantly reduced.

There is limited consumer benefit included and I would submit that consumers are considerably worse off than not having this extended warranty. However, many will act out of fear of losing what are already protected consumer rights.

Yours sincerely,

Steven Walker