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Dear Mr Mikula

AUSTRALIAN AUTOMOTIVE DEALER ASSOCIATION (AADA)
ASIC: CONSULTATION PAPER 294 (CP 294) THE SALE OF ADD-ON INSURANCE AND WARRANTIES THROUGH CARYARD INTERMEDIARIES

INTRODUCTION

1. Thank you for the opportunity to provide comments on ASIC's proposals in CP 294 and participate in discussions leading up to the release of the paper on 24 August 2017. Your principal proposals for reform are a deferred sales model for add-on products (Proposal 1), and enhanced obligations for product providers (Proposal 2).

2. AADA supports any reform proposals that would lead to better consumer outcomes, informed decision making, improved sales processes, greater transparency and more competition.

3. In our submission, we have provided feedback on the 26 listed questions but would appreciate the opportunity to engage in the second stage of the consultation process concerning the financial impact of ASIC's proposals.[1]

4. The supply chain for add-on products is not limited to the motor vehicle dealership channel and AADA again raises concerns about the lack of investigation in other distribution channels and ASIC's narrow focus on the dealership channel. ASIC has acknowledged that while its focus has been on the dealer distribution channel many of its findings have a broader application to similar products sold through other channels.[2] To ensure competitive neutrality and reduce market distortions AADA submits that ASIC should implement its proposals across all distribution channels e.g. novated leasing companies, banks, and credit unions.

5. We understand ASIC has the statutory powers to implement its reform proposals in respect of add-on insurance products across all distribution channels and intends to exercise those powers under the *Corporations Act 2001*. Even if ASIC proceeds to implement proposed reforms, jurisdictional limitations may prevent those reforms having application to add-on products such as maintenance contracts and dealer-issued extended warranties.

[1] ASIC, Consultation Paper 294, August 2017, paras 175-176.
[2] ASIC, Report 492, September 2016, p.13 para 38.

EXECUTIVE SUMMARY

6. AADA supports ASIC's reform proposals to the extent that it leads to better consumer outcomes, competitive neutrality and greater competition.

7. If ASIC were to proceed with its proposal for a deferred sales model AADA submits that model should apply to all distribution channels and be flexible enough to incorporate the following features:

   - the deferral period should commence at the earliest point in time being when the consumer communication is received
   - the deferral period should be as short as possible and cease on delivery
   - a consumer should be given the freedom to opt-out of the deferred sales process
   - the model should not distinguish between a new or used car
   - the model should apply uniformly to all add-on products.

AADA

8. AADA is the peak industry body representing franchised new car dealers in Australia. There are over 1500 new car dealers in Australia that operate about 2600 new vehicle outlets. Dealerships range from family-owned small businesses to larger businesses including three public companies.

Australian New Vehicle Motor Vehicle Industry

9. As you are aware the ACCC is conducting a market study into the new car retailing industry in Australia and a final report is expected to be released in late 2017. The ACCC recognises that new car retailing is a significant sector of the Australian economy.[3]

10. Dealers make tremendous efforts to achieve high customer satisfaction scores in both sales and service and damaging a consumer relationship through a bad experience not only puts the sale of the primary product (motor vehicle) at risk but also any ancillary services on offer. The brand franchise agreement contains significant penalties and possible loss of franchise if exacting consumer care standards are not met.

ASIC'S PROPOSALS FOR REFORM

Proposal 1: Deferred sales model for add-on products

11. ASIC proposes that the sale of add-on products for new or used cars should be permitted only after a certain period of time has elapsed (the deferral period). During the deferral period, behavioural restrictions would apply to providers, intermediaries and consumers.

12. The key issues identified by ASIC in the design of a deferred sales model are:

   - commencement of the deferral period
   - duration of the deferral period
   - consumer communication.

[3] ACCC, New Car Retailing Industry – a market study by the ACCC, Draft Report, August 2017.

General - Proposal E1

Question E1Q1 – Do you consider it is appropriate to apply a deferral period to the sale of add-on products by car yard intermediaries?

13. The AADA offers in-principle support to a short deferral period which leads to improvements in consumer protection. However, any deferral period (and attached conditions) must be designed in a way which ensures competitive neutrality, does not leave any gaps in coverage and allows informed consumers to opt-out of the requirement.

14. We note that many financial products already have cooling-off periods.

15. AADA considers that a deferred sales model with a long deferral period is a disproportionate regulatory response than that which could be achieved through greater consumer education and simpler transparent disclosure with effective communication. Any reform proposal should contain a degree of flexibility that caters for returning consumers, consumers with a high degree of financial literacy, and 'informed' consumers. An 'informed' consumer is one who has 'engaged' in the sales process.

16. ASIC's preference for a deferred sales model as a solution to its concerns about consumer outcomes contains elements of a similar model introduced by the Financial Conduct Authority (FCA) for GAP insurance in the United Kingdom in September 2015. AADA is concerned that ASIC has not fully explored the option to enable consumers to voluntarily opt-out of the deferred sales process as is permitted in the United Kingdom. Further analysis should be conducted by ASIC to determine the number of repeat consumers and those with a high degree of financial literacy who would benefit from an opt-out rather than being frustrated by a lengthening of the sales process.

Question E1Q2 – To what extent would a deferral address the consumer harms identified in this market?

17. A deferred sales model is only one element in a package of reforms that could result in better consumer outcomes. Other measures could include consumer education, smarter communication, better product design, cooling-off rights, simplified disclosure including product costs, benefits of product, commissions paid, and price comparison websites. The use of modern digital communication technologies to 'engage' a consumer prior to the sale of the primary product could lead to better consumer outcomes.

18. While deferral would provide additional time for consumers to consider whether to purchase an add-on product, in the context of a financed purchase, this additional time will significantly complicate the lending process and disclosures. The National Credit Code requires precise disclosures of the amount of credit including details of each disbursement of the amount of credit and the repayments required to repay amounts disbursed over the agreed term. By deferring the purchase of any add-on product which would otherwise be financed with the vehicle, the potential arises for the amount of credit to become uncertain and for disbursement information to become unascertainable rendering relevant financial information meaningless and unhelpful. Even if the amount of credit is sufficient to finance an add-on product, if the customer does not proceed with that purchase, all other relevant financial information is adversely affected by a significant margin.

19. If the amount of credit does not include an allowance for the financing of the add-on product, when the customer later makes a decision to purchase the add-on product, the customer would be unable to conveniently finance that purchase under the initial credit contract used to finance the purchase of the vehicle. The customer would need to apply for an increase in the credit limit (if the relevant credit provider allows such increases) or more likely, a refinance of the initial credit contract with the potential for new establishment costs and break costs. The administrative burden of such steps is likely to lead the consumer to use much more expensive unsecured finance such as a credit card.

20. AADA submits that a post-implementation review be conducted by ASIC to determine the effectiveness of its reform proposals which include adverse impacts of the effectiveness of disclosures under the National Credit Code and the means by which the cost of any add-on product is financed.

Question E1Q3 – How would the proposal affect businesses (e.g. insurers, car dealers, finance brokers, credit providers)? Would it have a different impact on small businesses?

21. Deferral of the time of purchase of add-on products would generally result in those products being financed independently of the credit contract under which the vehicle is financed, with credit cards being the most likely source of finance. Any regulatory intervention will involve costs and benefits. Additional compliance and other costs to ensure better consumer outcomes may have to be passed on to consumers.

22. The ACCC has also acknowledged that some car manufacturers have policies and procedures for dealer responses to consumer guarantee or warranty claims which may limit a dealer's ability to provide a refund, replacement or repair to a consumer's vehicle.[4] The close relationship a rural or regional dealer has with the local community often results in a disproportionate amount of these costs being borne by the dealer which has to be absorbed into the business.

23. ASIC's proposals would add another layer of financial stress. SMEs may also be required to invest in additional training for staff and implemention procedures.

24. If the deferral requirement were limited to the dealer channel, brokers would be unaffected and would likely become the preferred distribution channel for add-on products with the ability to execute more efficient end-to-end sales processes.

Question E1Q4 – Would the model need to apply differently to the new and used car markets? In what ways could the model differ to be effective across the two markets?

25. AADA submits that ASIC's proposals should not distinguish between the new and used car markets. Franchised new car dealers are generally multi-brand franchises and include a used car department in their business models. A different model would add an additional layer of complexity to the sales process. Reform proposals implemented by the FCA in the United Kingdom do not distinguish between the purchase of a new and used car.

[4] ACCC, Media Release 155/17, 19 September 2017.

Question E1Q5 – What are the preconditions for a competitive online market? How can a deferred sales model contribute to this outcome?

26. There are multiple online retail sales markets in Australia and overseas with varying degrees of protection under the Australian Consumer Law (ACL). The preconditions for a competitive online market have been the subject of a number of economic studies and online transactions generally do not include a deferral period. A ‘faceless’ impersonal transaction is a feature of an online market compared to personal interaction at a dealership. The ‘art of conversation’ face to face in a dealership showroom can be more effective than an online transaction in achieving better consumer outcomes.

Question E1Q6 – Could the objectives of a deferred sales model be achieved in a different way or could any complementary measures better ensure our objectives are achieved?

27. The benefits of a deferred sales model could be better achieved through clear disclosure of cooling-off rights. This would allow all contractual disclosures to be made with greater certainty on the understanding the add-on product is being purchased (in accordance with the consumer's expressed intention) albeit on the understanding that the purchase for the add-on product could be cancelled within the cooling-off period and, the purchase price of the add-on product refunded to the consumer or, where it has been financed, to the credit provider.

28. A deferred sales model may not be the panacea for ASIC to achieve better consumer outcomes. ASIC has already instigated action on unfair practices in financing of car loans by financiers but media and consumers have attributed those practices to dealers rather than the brokers, independent car yard operators and financiers.

29. A deferred sales model should contain a degree of flexibility to enable informed and/or repeat customers to shorten the sales process in addition to the suggestion above.

Question E1Q7 – If a deferred sales model was introduced, are there any existing obligations on insurers, finance providers and car dealers that would no longer appropriate and could be removed?

30. Existing commercial arrangements are being renegotiated prior to the release of ASIC’s final report. A number of insurers are introducing a self regulated cap of 20 per cent on commissions.

Question E1Q8 – What is the most effective way of testing whether consumer understanding has improved due to a deferred sales model? What metrics provide the best way of measuring consumer comprehension?

31. We assume ASIC is referring to the financial literacy and numeracy of a consumer in respect of add-on products. Financial literacy could be defined as the ‘ability to make informed judgements and to make effective decisions regarding the use and management of money’ [5]

[5] Schagen, S “The Evaluation of NatWest Face2 with Finance”, NFER, 1997.

32. Groups and factors in measuring financial literacy could include:

- age
- education
- income levels
- risk aversion
- cognitive ability
- occupations
- gender
- no of insurance products currently owned
- attitudes.[6]

33. ASIC could commission a post-implementation survey to determine whether the benefits of its reform proposals (including lower premiums) outweigh the costs of its investigation and implementation.

34. Consumer decisions are not always logical and 'Behavioural economics tells us that consumers do not always make decisions in the ways that regulators have traditionally assumed. And consumers' reactions to well-intentioned regulations are not always what the regulator expected. These messages need to be taken into account to design regulatory interventions that effectively identify and address the root causes of poor consumer outcomes.'[7]

35. AADA also notes that ASIC is the Australian Government Agency with lead responsibility for financial literacy and development of the National Financial Literacy Strategy.

Question E1Q9 – Should a consumer opt-out mechanism be included?

36. AADA submits that a consumer opt-out mechanism or waiver should be included in the deferred sales model as adopted in the United Kingdom. A consumer who has been provided with, and acknowledged receipt of, 'transparent information' in a form approved by ASIC should be given a degree of freedom to waive the deferral period.

37. While AADA supports measures to promote more informed purchasing decisions by consumers, it is submitted that a mandatory deferral period for add-on products is a significant and unnecessary imposition on consumer freedom. Most consumers do not want a drawn-out purchasing experience particularly if they have set aside time (typically on a weekend) to make a purchasing decision. At the end of a deferral period, a consumer may not have the luxury of time to reach an informed final decision.

38. It is therefore submitted that consumers would benefit from a framework under which they can choose whether to take advantage of any deferral period or proceed with a final decision. To ensure the significance of that choice is given sufficient recognition, appropriate disclosures should be mandatory for a customer to waive or otherwise opt-out of a deferral period. The application of an equivalent cooling-off period under which the customer could cancel the purchase would ensure all of the benefits of a

[6] ANZ Adult Financial Literacy in Australia, December 2011. See also London Economics, Study into the sales of Add-on General Insurance Products: Experimental consumer research, A report for the Financial Conduct Authority.
[7] Financial Conduct Authority, Occasional Paper No. 3, "How does selling insurance as an add-on affect consumer decisions? A practical application of behavioural experiments in financial regulation', March 2014 p.3.

deferral model are provided without the complexity for dealers, financiers and product issuers and without denying consumers freedom to proceed when it suits them.

Commencement of the deferral period – Proposal E1.1

Question E1.1Q1 – Which of the proposed options in paragraph 193 for commencement of the deferral period would be preferable and why (please suggest other options if relevant)?

39. ASIC has suggested three points at which the deferral period could commence. The deferral period could commence when the consumer:

    - receives a consumer communication (with mandated content)
    - finalises the vehicle purchase and receives the consumer communication
    - takes delivery of the vehicle and receives the consumer communication.

40. AADA is aware of ASIC's reluctance for a waiver of the deferral period which would in our view simplify the sales process – see paragraph 191 CP 294.

    Consumer communication received

41. A deferral period could commence when the consumer communication (in a form and content approved by ASIC) is provided to the consumer. There is an important distinction between the insurer's product and the motor vehicle and the differences in the sales processes.

42. The motor vehicle sales process involving finance can commence as early as five weeks before a final decision is made and during that period a consumer can obtain online quotes and consumer information from an intermediary or product provider prior to purchase. Mechanisms are available or could be implemented to register and reference the point in time of the provision of information to a customer by a dealership.

43. We note ASIC's concerns with paper-based consents and disclosure – see paragraphs 108 and 218 CP 294. The use of non-paper based communication to enhance consumer communication and protection of consumer rights has been recognised by EU regulators and the FCA with the concept of 'durable medium'.[8]

44. In AADA's view a durable medium could:

    - reference the point in time the consumer information is provided
    - allow the consumer information to be addressed personally to the consumer
    - allow the recipient to store information in a way that is accessible for future reference and for a period of time adequate for the purposes of the information (storability) and meeting regulatory requirements
    - allow the unchanged reproduction of the information.

[8] Financial Conduct Authority, Durable Medium, first published, 06/03/2017.

45. According to the FCA the following could be considered to be a durable medium:

- mobile and telephone apps
- video including, for example, voxpops and YouTube
- interactive and secure websites
- emails
- PDFs
- CD-ROMs and floppy disks.

46. AADA would support commencement at the earliest point in time in the consumer purchase journey.

Agreement to purchase vehicle and/or financing finalised and consumer communication provided

47. Given ASIC's concerns about the financial literacy of a consumer and a consumer's ability to conduct independent research, the deferral period should commence at the earliest possible point in time – see above concerning receipt of consumer communication. Once all approvals are secure, the dealer may initiate the delivery process.

48. If commencement of the delivery process is delayed by a deferral period, then this could give rise to consumer frustration particularly in cases where delivery is specified by a consumer or a vehicle is required on the same day. A waiver or opt-out would remove these frustrations.

Vehicle delivered to customer and consumer communication provided

49. This in our view is not a practical option as there are earlier points in time at which the consumer communication can be provided. There is a greater risk of consumers being uninsured. See also AADA response to Question E1.1Q4.

Question E1.1Q2 – Which sales sequence (see Figure 1) is most likely to meet our stated objectives and why?

50. 'Sales sequence C' with a short deferral period and opt-out would in our view be least disruptive for the consumer and dealer as the purchase and finance journey could commence up to five weeks before a final decision is made.

51. Ultimately, consumers should be able to choose the order in which they make purchasing decisions and the consumer protections should be sufficiently flexible to accommodate any order. This is the advantage of a cooling-off period over a deferral period.

Question E1.1Q3 – How could the point at which the deferral period commences be easily documented to be readily verified by all relevant parties?

52. We agree that the commencement trigger for the deferral period should be at a point in time or an event that can be easily documented and readily verified by all relevant parties. An electronic signature or SMS acknowledgement could provide verification and would be dependent on the communication channel used.

Question E1.1Q4 – If the deferral period commenced at vehicle delivery, could short term 'bridging' finance be offered to cover the deferral period (only)? What does the insurers' claims data demonstrate about the likelihood of a claim shortly after delivery?

53. AADA does not support a deferral period commencing at vehicle delivery. The vehicle delivery process commences when a customer enters into a legally binding contract to purchase a vehicle. Pre-conditions such as finance approval and other checks must be satisfied before the delivery process commences. Vehicle delivery times for new and used cars can vary for a number of reasons including stock levels, new models, vehicle specifications, and brands.

54. ASIC's intervention in the sales process where a customer has to organise 'bridging' finance is not only impractical, but adds another step in the sales process and results in additional costs to a consumer in respect of more expensive financing. Interest costs are likely to be higher and additional application fees could apply.

55. In short there would be significant additional administrative and financial costs involved in this option. Also, a consumer may not be aware that an additional search footprint would be recorded on his or her credit file and taken into account in a credit rating. Australia does not have a comprehensive credit reporting regime and this can give rise to issues from 'thin' credit reports which over emphasise 'search footprints.'

56. This option would would add complexity and length to the sales process for a consumer already suffering from decision fatigue.

Duration of the deferral period – Proposal E1.2

Question E1.2Q1 – What would be the appropriate duration of the deferral period within the range of 4-30 days and why?

57. AADA's preferred option is for a deferral period of two clear days with an opt-out after commencement of the deferral period. If a consumer does not read the consumer communication within a clear 24-hour period, then there is a diminishing likelihood of it being read and/or understood in four days or greater.

58. The deferral period should cease at the earliest of the end of the 'deferral period' or delivery of the motor vehicle. In particular, popular brands, used and demonstrator vehicles can have very short delivery times.

59. The ACCC is currently considering the introduction of cooling off periods in its market study of the new car retail market. There are cooling off periods in various jurisdictions to which the dealer sales process is subjected (see Table 1). The creation of unique cooling off and deferral periods is inconsistent with the red tape reduction objectives of the government and regulators.

60. We strongly recommend harmonisation and alignment in the interests of efficient process and consumer benefit.

Table 1: Cooling-off period for buying new and used cars in various jurisdictions[9]

State	New Vehicle	Used Vehicle
NSW	Nil	1 day
VIC	3 days	3 days
QLD	Nil	1 day
SA	Nil	2 days
WA	Nil	Nil

Question E1.2Q2 – Should the duration of the deferral period be different for new and used cars?

61. There is no compelling reason for the deferral period to be different for new and used cars. There should be consistency of application in line with the Government's aim of regulatory harmonisation.

Question E1.2Q3 – What is the average period of time between the sale of a new or a used car and its delivery to the consumer? What is the shortest period of time and how common is it?

62. The average delivery time for a new or used car is dependent on a number of factors many of which may be outside of the control of a dealer. AADA submits that the 'flaw of using averages' as a single number to determine a deferral period should be treated with caution. For example, if the deferral period is 30 days and the average delivery period for a new car is 18 days then you could potentially have a transaction period of 48 days.

63. The initiation of the delivery process by a dealer leaves a dealer exposed to significant financial costs and risks and most, if not all, will not commence the delivery process until funding and other approvals are secure, and any deferral period has expired. We note the restrictions on providers, intermediaries and consumers – see page 48 CP 294. A lengthy deferral period means it is less likely a consumer will purchase anything including a car.

Question 1.2Q4 – What is the average period of time between when a consumer applies for finance and approval? What is the shortest period of time and how common is it?

64. Finance approval for the purchase of a car can be obtained online within 20 seconds and up to three days dependent on the lender's authorisation arrangements and whether additional information is required to finalise the application. The approval time to finance an antique, vintage, classic or specialised vehicle will be longer.

65. We again draw your attention to the flaw of using averages. Prior to the lodging of an electronic application for finance, an authorised person in the dealership will ask for information including proof of identity, proof of income, a statement of assets and liabilities and then assess a consumer's requirements. The investment of time by the consumer and dealer in the pre-application process could significantly reduce the approval time.

[9] AADA.

Consumer communication – Proposal E1.3

Question E1.3Q1 – Should providers be required to take active steps to ensure consumers read and understand information about their products and before they can buy them?

66. Effective product disclosure is a vexed issue which industries and regulators have debated for decades now. With the significant increase in regulation and disclosure obligations for regulated industries (including auto, financial products and credit and credit intermediaries), it is trite to say that the benefit of disclosure diminishes as the volume of information being disclosed increases.

67. In circumstances where a consumer is receiving mandatory disclosures under State motor trader laws, financial services guides and product disclosure documents, credit application and unsuitability assessment information, privacy disclosures, pre-contractual disclosure documents and credit contract documents (and where the dealer holds an Australian Credit Licence, a further credit guide, quote and contract proposal disclosure document), any measures which require a consumer to focus on add-on products will inevitably come at the expense of their focus on products relating to much larger transactions (being the sale of the vehicle and the credit contract).

68. It follows that any measures requiring providers to take active steps need to be proportionate and to take into account the multitude of other equally or more important disclosures.

69. It is submitted that where the add-on product is a financial product, it is the function of the product disclosure statement to convey important product information. If ASIC's position is that the product disclosure statement is deficient for that purpose, then it would be appropriate to revisit the regime under which product disclosure statements are provided rather than introduce further disclosure requirements.

70. 'Smarter consumer communications' by providers would assist.[10] We note that ASIC has lead responsibility for improving the financial literacy of Australians and development of the National Financial Literacy Strategy and should continue to actively engage with providers on this issue.

Question E1.3Q2 – What forms of innovate disclosure could be used to better inform consumers about their insurance decision?

71. See answer to Questions E1.3Q1 and E1.3Q4. Through discussions with members of the Insurance Council of Australia we understand that investments are being made in greater disclosure through the development of 'digital communications' and the use of digital, mobile and other communication channels.

Question E1.3Q3 – What information should the consumer communication include?

72. See answer to Questions E1.3Q1and E1.3Q2.

[10] Financial Conduct Authority, Feedback Statement FS 16/10, Smarter Consumer Communications, October 2016.

Question E1.3Q4 – Should providers be required to inform consumers about the availability of other products that provide similar cover, by may be cheaper?

73. It is generally well understood that comparative advertising is inherently risky because of the difficulty for a product issuer to properly understand the intricacies and limitations of third party products. The legitimate concern is that they would not be comparing apples with apples.

74. The imposition of an obligation to promote the availability of competing products would be similarly problematic in a free market and would require product distributors to group their products with third party products without the appropriate product or market information required to make a proper comparison. This has the potential to result in misleading representations about products which give undue weight to specific common elements but which fail to take account of the differences.

75. In a competitive market, a consumer should be able to access this information online noting the inherent risks above. Consumers currently shop around for comprehensive motor vehicle insurance and CTP without a requirement for a provider to recommend other products.

Question E1.3Q5 – If so, what information should the communication include?

Mechanical breakdown insurance and warranties – Proposal E1.4

Question E1.4Q1 – Should a separate sales model be introduced for these products? If not, how could the particular risks associated with these products be addressed?

76. AADA does not support the introduction of a separate deferred sales model in respect of these products.

Proposal 2: Enhanced supervision obligations for product providers

Question E2Q1 – Given the limitations in monitoring conduct at the point of sale, what changes would be necessary to ensure providers are effectively supervising their representatives?

77. There is always scope for improvement and AADA would be happy to engage in separate consultations with ASIC and providers concerning supervision of their representatives. This could include compliance with provider written policies concerning sales conduct protocols and the provision of training in respect to the products' benefit to consumers. This cost should be borne by the insurers as the product designers

78. Many dealerships already have internal policies and procedures in place concerning the conduct of their sales staff.

Question E2Q2 – What risk indicators could be introduced to improve the capacity of providers to monitor their representatives?

79. Consumer surveys could be undertaken as well as the monitoring of any complaints.

Question E2Q3 – What sanctions would be most effective in deterring representatives from engaging in unfair practices at the point of sale?

80. Termination of employment, additional training, annual review and clear communication to representatives as to the “culture” required.

We thank you for the opportunity to provide a submission on ASIC’s reform proposals in CP 294 and stand ready to continue the productive dialogue and working relationship we have with you and your team.

If you require further information please do not hesitate to contact me on mobile , email ; our Executive Director Policy and Communications James Voortman on mobile , email ; or our Policy Director Michael Deed on mobile , email

Yours sincerely

David Blackhall
Chief Executive Officer