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Datasheet for the decision of 28 May 2014

Case Number: T 0436/13 - 3.5.07

Application Number: 07760381.9

Publication Number: 1917613

IPC: G06F17/50

Language of the proceedings: EN

Title of invention:
Direct repair program management systems and methods thereof

Applicant:
Scene Genesis, Inc.

Headword:
Management of direct repair program/SCENE GENESIS

Relevant legal provisions:
EPC Art. 56

Keyword:
Inventive step - (no) (all requests)

Decisions cited:

Catchword:

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Case Number: T 0436/13 - 3.5.07

D E C I S I O N
of Technical Board of Appeal 3.5.07
of 28 May 2014

Appellant: (Applicant)	Scene Genesis, Inc. 1163 Pittsford-Victor Road, Suite 100 Pittsford, NY 14534 (US)
Representative:	Adamson Jones BioCity Nottingham Pennyfoot Street Nottingham Nottinghamshire NG1 1GF (GB)
Decision under appeal:	**Decision of the Examining Division of the European Patent Office posted on 10 September 2012 refusing European patent application No. 07760381.9 pursuant to Article 97(2) EPC.**

Composition of the Board:

Chairman	R. Moufang
Members:	M. Rognoni
	R. de Man

Summary of Facts and Submissions

I. The applicant (appellant) appealed against the decision of the examining division refusing European patent application no. 07760381.9.

As to the grounds for the decision, the Examining Division referred to the communications dated 16 May 2012 and 17 August 2012.

II. According to the Examining Division, claim 1, filed in electronic form on 14 February 2012, represented merely a one-to-one mapping of an administrative rule in a computer program environment. A person skilled in the art would implement this non-technical administrative process in a straightforward manner using well-known data processing techniques. Consequently, the subject-matter of claim 1 did not fulfill the requirement of inventive step (Article 56 EPC).

III. With the statement of grounds of appeal, the appellant requested that the decision of the Examining Division be set aside and that a patent be granted based on the claims of the main request or alternatively of the auxiliary request, both submitted with the statement.

Furthermore, the appellant identified the following document cited in the European search report as representing the closest prior art:

D1: US-A-2002/0007289.

IV. In a communication dated 17 December 2013, accompanying the summons to oral proceedings, the Board expressed, *inter alia*, the preliminary opinion that both the problem explicitly addressed in the present application

and what seemed to be the underlying idea of the invention appeared to pertain to the realm of management and business administration. Furthermore, also in view of the teaching of D1, the subject-matter of claim 1 of the appellant's requests did not appear to involve an inventive step within the meaning of Article 56 EPC.

V. In reply to the Board's communication, the appellant's representatives informed the Board, with letter dated 9 May 2014, that they had been instructed by the applicant not to appear at the scheduled oral proceedings, and that the appellant withdrew its request for oral proceedings and asked for a decision based on the written submissions on file.

VI. On 28 May 2014, oral proceedings were held as scheduled in the absence of the appellant.

VII. Claim 1 according to the main request reads as follows:

"A repair management method for managing direct repair of insured devices or systems, the method comprising:

receiving at a direct repair computing system (12;20) one or more repair estimates comprising repair cost and repair completion time for the repair of damage to an insured device or system reported in a claim from one or more repair shop management systems (18(n));

determining by the direct repair computing system (12;20) which of the received one or more estimates are in compliance with one or more required conditions of the computing system comprising an acceptable cost to repair the damage and acceptable repair completion time range;

providing by the direct repair computing system the one or more compliant repair estimates including one or more images of the damage reported in the claim and stored feedback on one or more repair shops associated with the compliant estimates to the source (16) of the claim;

receiving by the direct repair computing system a selection of one of the compliant repair estimates based on the compliant estimates and the stored feedback; and

awarding by the direct repair computing system the repair of the device or system to the selected one of the one or more shop management systems."

The main request comprises further independent claims directed to a "repair program management system" (claim 9) and to a "computer readable medium having stored thereon instructions for managing a direct repair computing device" (claim 18). As these claims are not relevant to the Board's decision, there is no need to give their wording in full.

Claim 1 according to the auxiliary request reads as follows:

"A repair management method for managing direct repair of insured automobiles, the method comprising:

receiving at a direct repair computing system (12;20) one or more repair estimates comprising repair cost and repair completion time for the repair of damage to an automobile reported in a claim from one or more repair shop management systems (18(n));

determining by the direct repair computing system (12;20) which of the received one or more estimates are in compliance with one or more required conditions of the computing system comprising an

acceptable cost to repair the damage and acceptable repair completion time range;

providing by the direct repair computing system the one or more compliant repair estimates including one or more images of the damage reported in the claim and stored feedback on one or more repair shops associated with the compliant estimates to the source (16) of the claim;

receiving by the direct repair computing system a selection of one of the compliant repair estimates based on the compliant estimates and the stored feedback;

awarding by the direct repair computing system the repair of the automobile to the selected one of the one or more shop management systems; and

the selected one of the one or more repair shops making the repair to the automobile."

The auxiliary request comprises a further independent claim directed to a "repair program management system" (claim 9). As this claim is not relevant to the Board's decision, its wording need not be given in full.

VIII. The appellant's arguments relevant to the Board's decision may be summarised as follows:

In its decision to refuse the present application, the Examining Division had argued that the technical character of claim 1 resided only in a commonplace computing system and that all features of claim 1 related to an administrative procedure. In particular, the Examining Division did not find it necessary to conduct a feature analysis of the claims with reference to the prior art cited in the extended European search report.

However, at its most basic level, the invention concerned the desire to improve the manner in which devices could be repaired. Thus, it was not a mere computer or a computer program that was the focus of the claims, but rather a method and a system of handling repairs. In fact, paragraph [0011] of the application indicated that it was an aim of the invention to provide *"a more effective and efficient system and method for managing a direct repair program"*. In other words, a method could only be in accordance with the claims of the present application if it was performed in conjunction with the actual repair of a device or system. This feature, the repair of a device or system, could not be ignored in the determination of the technical field and technical contribution of the invention.

The practicalities of the real world dictated that repairs were very often performed under an insurance claim. The cost of repair was an important factor to any organisation carrying out repairs. This provided the context of the technical problem addressed by the present application, namely improving the efficacy with which insured devices or systems could be repaired in a real-world context.

Whilst some basic steps recited in the present claims, such as sending, receiving, storing etc., could be undertaken on conventional computer hardware, it was the specific details of the independent claims, such as the sources and destinations of information within the system, as well as the information content and also the determination steps undertaken by the management system, which performed in combination in the context of making repairs only, allowed the improved

efficiencies of repairs achieved by the present invention.

Claim 1 according to the main request recited, *inter alia*, the feature of receiving a repair completion time for the repair of a damage to an insured device or system. The time required to perform a repair to an automobile involved technical considerations, including an understanding of the nature of the damage and the steps required to repair it. This feature was used as part of the claimed process for determining where the repair was to be carried out. In particular, the received repair completion time estimate was compared with an acceptable repair completion time range in order to determine a compliant estimate. This step was important since it provided a filter whereby repair proposals which were unsuitable could be discarded. In fact, the repair time had been found to provide a characteristic feature of the repair, whereby if a repair completion time differed significantly from an acceptable range it could be considered that the repairer had incorrectly assessed the technical requirements of the needed repair work. Therefore, the step of determining compliance with one or more required conditions in conjunction with the requirement of a repair completion time provided a technical solution.

Claim 1 of the main request also required the presence of *"one or more images of damage reported in the claim"*. An image of damage to an automobile or other device comprised a technical feature in itself since it conveyed technical engineering/information about the damage to be repaired. The provision of such a feature within the compliant repair estimate constituted a technical limiting feature. In considering the

technical contribution of claim 1, the preparatory steps culminating in the repair of a device, when carried out in respect of significant numbers of repairs, resulted in increased effectiveness and efficiency. The correct repairs would be carried out within an apt time frame, instead of repair shop time and resources being consumed in undertaking ineffectual repairs. Thus, the invention produced a really measurable technical effect and should not be deprived of technical effect merely because it concerned the larger control of a repair system rather than the specific details of the actual repairs.

A method to coordinate automobile repairs was disclosed in document D1 which taught, *inter alia,* to maintain in a database shop specific statistics for several body shops. This information was automatically updated based on repair data associated with individual automobile repair orders at each individual body shop. The known method further included receiving insurance claim data relating to the repair of an automobile and processing the shop specific statistics based on the insurance claim data to facilitate assigning an insurance claim associated with insurance claim data to one of the plurality of body shops.

Document D1 focused on how the claim itself was assigned and did not consider whether an estimate for the claim was in compliance with one or more conditions, as specified in the claimed invention. In particular, D1 only disclosed or suggested returning a list of shops that met compliance levels for the insurance company and were within desired geographic vicinity of the car owner or accident.

In view of D1, the technical problem faced by the invention concerned how to improve the efficacy with which a number of differing repairs could be made by a number of repair shops (under insurance claims). Starting from this problem, the skilled person had a myriad of options for looking at the details of particular repair processes to improve the efficiency or effectiveness thereof. However, the applicant had taken a wider, macroscopic view of this problem and found that inefficiencies in handling significant numbers of repairs could be attributed to incorrect repair work being carried out, which in turn resulted in an unacceptable repair outcome, or else the need to perform additional repair work. In particular, the applicant had determined that a pre-assessment of the intended repair work was required to reduce the rate of ineffectual repairs. The manual vetting of each and every intended repair to confirm that the proposed repair work was apt for the damage at hand was time-consuming and required a significant level of expertise.

In looking for alternative solutions, the applicant had found that the combination of the proposed duration of the repair work and the proposed cost of that repair work could provide a very accurate indication of the suitability of the intended repair work without requiring detailed manual analysis of every repair proposal.

Thus, the use of the parameters of repair cost and repair completion time in combination amounted to more than mere administrative details in the context of the invention in the sense that it provided a deeper technical understanding of the proposed repair work that would be first apparent if those parameters were

considered independently. The combined use of repair cost and repair completion time in determining the suitability of proposed repairs thus had a surprising technical effect which was indicative of an inventive step (Article 56 EPC).

The definitive step of performing the repairs was explicit in claim 1 of the auxiliary request. As the performance of an automobile repair was clearly a technical step in itself, the fact that the claimed preparatory steps resulted in the repair being performed was a further indication that the claim as a whole displayed a technical effect.

Reasons for the Decision

1. The appeal is admissible.

Main request

2. As pointed out by the appellant, the claims of the main request correspond to the claims on which the refusal of the application was based.

2.1 Claim 1 relates to a *"repair management method for managing direct repair of insured devices or systems"*, which comprises the following steps:

(a) receiving at a direct repair computing system one or more repair estimates comprising repair cost and repair completion time for the repair of damage to an insured device or system reported in a claim from one or more repair shop management systems;

(b) determining by the direct repair computing system which of the received one or more estimates are in compliance with one or more required conditions of the computing system comprising an acceptable cost to repair the damage and acceptable repair completion time range;

(c) providing by the direct repair computing system the one or more compliant repair estimates including one or more images of the damage reported in the claim and stored feedback on one or more repair shops associated with the compliant estimates to the source of the claim;

(d) receiving by the direct repair computing system a selection of one of the compliant repair estimates based on the compliant estimates and the stored feedback; and

(e) awarding by the direct repair computing system the repair of the device or system to the selected one of the one or more shop management systems.

3. According to the Examining Division, the technical character of the method of claim 1 resided merely in a notoriously known commonplace computing system. The claimed determination steps, which related to business estimates, the estimation and the reception of administrative information by means of the computing system did not require the solution of technical problems for designers of electronic networks. Furthermore, the application did not specify any technical details beyond the use of commonplace data processing means.

3.1 As closest prior art the Examining Division referred to a data processing system, comprising processors, terminals, display units, interfaces, input devices and storage media, which was suitable for processing, transmitting, receiving and outputting data within an electronic network. This data processing system had been well-known at the priority date of the application.

4. The appellant has contested that the features of claim 1 concerned only the computer implementation of business administration (*i.e.* the computer implementation of a business method). On the contrary, in the appellant's view, the method of the invention related to the repair of a device which was inherently a technical process.

4.1 In fact, according to the appellant, the problem faced by the invention was to improve the effectiveness and efficiency with which repairs could be performed. In particular, the specific details of the independent claims, such as the sources and destinations of the information within the system, as well as the information content and the steps undertaken by the management system resulted in improved efficiencies of repairs. Accordingly, the features of claim 1 should be considered in combination for the assessment of the technical character and inventive step of the claimed method.

4.2 It is pointed out in paragraph [0003] of the application that "*there is an inherent and direct conflict in the interests and motivations of the repair shop and the carrier on the cost of repairing the insured item, such as an automobile*".

4.3 According to paragraph [0004], to "*resolve this conflict, carriers have contracted with repair shops to provide services at a discounted labor and/or materials rate in exchange for a volume of repair work. These carriers also employ reviews and audits of the repair work to make sure that the shop is adhering to the estimate. Unfortunately, this solution puts the carrier in a predicament in a regulatory environment because the carrier does not want to contract with repair shops in a manner that could be construed as anti-consumer. Additionally, this solution can result in a reduction in quality in the provided repair service. Further, the management and monitoring of these conflicting motivations by the carrier can increase the overall cost so as a consequence this solution is neither economical nor consumer friendly*" (underlining added).

4.4 In paragraph [0008] it is specified that, as a consequence of the present invention, "*the consumer is the decision maker as to which shop makes the repair and thus has more ownership in and consequently more satisfaction with the repair process. Additionally, with the present invention the conflicting motivations of the repair shops and carrier to otherwise push the estimate higher or lower are balanced by having an accurate estimate provided by an appraiser. Further, with the present invention an estimated time for completion is provided with the estimates received from the repair shops to ensure prompt and reliable service. Even further, the present invention provides and stores feedback based on the repair work of each of the repair shops which provides a powerful and inexpensive motivator for the repair shops to provide top service to consumers*" (underlining added).

4.5 In summary, the introductory part of the description makes clear that the aim of the present application is to provide a *"direct repair program management method"* which can both meet the requirements of the insurance carriers and fulfil the expectations of the consumers.

4.6 As to the gist of the present invention, it consists essentially in submitting to a claimant, who wishes to have an insured device, such as a car, repaired, a number of repair estimates complying with some conditions defined by the insurance carrier, and in letting then the claimant decide, on the basis of the information provided, which one of the compliant repair shops should make the repair.

4.7 Therefore, both the problem expressly addressed in the application and what appears to be the underlying idea of the present invention pertain essentially to the realm of management and business administration.

4.8 As to the method according to claim 1, it comprises essentially the steps of receiving repair estimates (feature (a) of claim 1), determining which estimates comply with certain criteria (feature (b)), providing compliant estimates to the "source of the claim" (*i.e.* the claimant) (feature (c)), receiving the claimant's selection (feature (d)) and finally awarding the repair to the selected repair shop (feature (e)). Apart from the direct reference in each of the method steps to a "*direct repair computing system*", the wording of each step of claim 1 could be applied to a manual or intellectual act to be carried out by a person, and in fact the combination of steps recited in claim 1 appears essentially to reflect what could be regarded as a "common sense approach" to the problem of selecting a repair shop among a number of repair shops

on the basis of the evaluation of corresponding estimates of repair cost and the repair completion time.

The steps of claim 1 thus relate essentially to an administrative process. Accordingly, they do not contribute to the solution of a technical problem and are not relevant for assessing the inventive step of the claimed subject-matter.

4.9 This finding is not contradicted by the possibility that the implementation of the claimed method may indeed have an impact on the repair of a device under an insurance claim. In the present case, a possible "technical effect" (*e.g.* higher quality of the repair work) cannot be regarded as a direct consequence of the implementation of the steps recited in claim 1 and, in fact, seems highly unpredictable, as it ultimately depends on the choice of the claimant who may be directed by personal preferences and factors not contemplated by the claimed invention.

Similarly, it could theoretically be argued that a scheme for giving workers of a manufacturing industry a pay rise linked to their productivity ultimately produces a "technical effect", as it can influence the workers' motivation and commitment, and thus have an impact on the quality of the manufactured products. Such "technical effect" cannot however give "technical character" to what is essentially a managerial choice.

4.10 As to the appellant's argument that the claimed method concerned the repair of a device which was inherently a technical process, the Board notes that the method of claim 1 does not comprise the step of actually

repairing, but is merely directed to the selection of a repair shop on the part of the claimant.

4.11 In summary, the Board agrees with the Examining Division that neither claim 1 nor the application as a whole describes any technical interaction between an administrative process and a computing system which would go beyond a straightforward automation of administrative steps. Hence, the subject-matter of claim 1 does not involve an inventive step within the meaning of Article 56 EPC.

5. Notwithstanding the above conclusion which essentially endorses the approach taken by the Examining Division in dealing with the present case, the Board finds it appropriate to consider the appellant's submission that the use of the parameters repair cost and repair completion time in combination provided a deeper understanding of the proposed repair work so that this combination of parameters amounted to more than a mere administrative detail.

6. In particular, the appellant has argued that the implementation of the repair management method of claim 1 involved features which went beyond the mere interaction between conventional data processing systems, namely:

i) one or more repair estimates comprising repair cost and repair completion time for the repair of damage to an insured device or system;

ii) determining which of the received one or more estimates are in compliance with one or more required conditions comprising an

acceptable cost to repair the damage and an acceptable completion time range;

iii) providing one or more compliant repair estimates including one or more images of damage reported in the claim.

6.1 According to the appellant, document D1 represented the closest prior art and thus should be taken as the starting point of the invention. However, D1 disclosed the assignment of an insurance claim, with no mention or suggestion of anything related to determining whether an estimate for the claim was in compliance with one or more conditions, such as an acceptable cost to repair the damage and acceptable repair completion time range. Thus, document D1 failed to disclose features i) and ii) identified above.

6.2 In the appellant's view, the technical problem faced by a skilled person starting from D1 had to be reformulated as how to improve the efficacy with which a number of differing repairs could be made by a number of repair shops (under insurance claims).

6.3 The appellant had found that the combination of the proposed duration of the repair work and the proposed cost for that repair work could provide a very accurate indication of the suitability of the intended repair work without requiring detailed manual analysis of every repair proposal. The interplay between time and cost could provide technical information about the nature of the repair. For example, an expensive component which was quick to repair could result in a repair cost which was akin to the cost of another repair that required cheap components but a significant level of labour to complete. Those two repairs would

thus be indistinguishable if one considered cost alone. However, the combination of cost and repair completion time allowed those different repairs to be starkly contrasted so that one repair could be selected as being suitable for a known type of damage to a device whilst the other one could be confidently rejected.

7. Neither the problem identified by the appellant of improving the efficacy with which multiple different types of repairs can be carried out by multiple different repair shops, nor the alleged technical effect of features i) and ii) are mentioned in the application as originally filed.

7.1 As noted at point 4.4 above, the present application seeks to provide a more effective system for managing a direct repair program and, in particular, to involve the consumer in the process of deciding which shop should make the repair. These aims are reiterated in paragraph [0037] of the application which reads as follows:

"Accordingly, the present invention provides a more effective and efficient system and method for managing a direct repair program. With the present invention, insured customers, the insured customer's agent or broker, and/or the insurance carriers' designated representative are able to actively participate in the repair process and benefit from the feedback of other insured customers and thus have a much higher level of satisfaction with the process. Additionally, with the present invention repair shops are motivated to provide the highest level of service to be able to receive a high volume of future work. Further, with the present invention insurance carriers are able to effectively manage the insurance process with high levels of

customer satisfaction, with reasonable costs, and without concern for allegations of collusion with repair shops" (underlining added).

7.2 As to the alleged effect of using repair cost and repair completion time in combination, the Board notes that feature b) of claim 1 refers to "acceptable repair completion time range". This parameter does not appear to correspond to the actual duration of the repair work, but should reflect other factors which may delay the start and completion of the repair, such as the workload of the repair shop, possible holiday periods, availability of spare parts etc. In fact, it is specified in the application that based *"on the drop off date, the estimated time for completion provided by the selected repair shop is used by the virtual direct repair program computer system 12 to set the completion date which is transmitted to the insured customer at the customer computer system 16"* (paragraph [0031]).

7.3 In any case, there is no teaching in the application as filed that *"the combination of the proposed duration of the repair work and the proposed cost of that repair work can provide a very accurate indication of the suitability of the intended repair work, without requiring detailed manual analysis of every repair proposal"* (see statement of grounds of appeal, page 10, second paragraph).

8. Document D1 relates to the provision of a *"platform for processing automobile repairs which may collect automobile repair data and statistics, process insurance claims, schedule automobile repairs, exchange information among relevant parties and report on status and other aspects of automobile repairs*" (paragraph [0001]).

As pointed out in paragraph [0002] of document D1, the *"automobile repair industry, including the collision repair industry, is under continuous pressure from insurance companies to operate efficiently, with high levels of customer satisfaction and in ways which are compliant with guidelines, such as direct repair programs (DRPs). Historically, insurance companies have brought to bear this pressure by requiring automobile repair shops to purchase expensive computer systems and software packages. These systems include estimating systems, imaging and communications systems and after market parts location systems. Insurance companies have also required compliance with DRP program procedures, which has resulted in burdensome implementation, monitoring and re-inspection costs to both insurers and automobile repair shops. In addition to the above systems, shops frequently use management systems"* (underlining added).

8.1 Furthermore, document D1 points out in paragraph [0003] that estimating *"systems are used by estimators and administrative personnel to create estimates that describe and price the parts and labor required to repair automobiles. Each estimate includes several estimate tasks that collectively define the work to be performed at the macroscopic level. The estimating system applies standard time durations for performing the estimate tasks. The estimating system also deducts time from the estimate when multiple estimate tasks need to be performed and there is some overlap between tasks. The total cost or price of the estimate is what a repair shop may charge the insurance company for a repair and is based on parts and labor costs as determined by the total time in the estimate multiplied by an hourly billing rate for repair technicians. In*

this manner, insurance companies have gained some control over the pricing process and have reduced fraud" (underlining added).

The fact that an estimating system used in a "direct repair program", to which also the present application relates, applies standard time durations for performing specific repair jobs, confirms that "repair completion time", as a parameter dependent on the repair shop, must relate to the estimated time interval between the delivery of a device to a repair shop and the completion of the required repair work.

8.2 Document D1 specifies in paragraph [0070] that *"the network based platform maintains up to date and accurate information on the operation of many repair shops within various geographic areas. This platform may then be used by insurance companies to assign new repair jobs to automobile repair shops that are substantially compliant with their DRP procedures, that have available capacity presently or in the near future, or based on any other convenient criteria. The platform may also be used to facilitate the exchange of data between insurance companies and agents, repair shops, rental car companies, parts suppliers, subcontractors and, in general, any party with a need for automobile repair information"* (underlining added - cf. feature (a) of claim 1).

In particular, the *exchanged data may include insurance claim data, estimate data, supplemental estimate data, digital photographs of damage and/or repairs and other information"* (paragraph [0070], penultimate sentence - underlining added - cf. features (b) and (c) of claim 1).

In paragraph [0080], D1 explains how claims are processed. For instance, *"the assigning of the claim may be performed based on the location of the customer or the damaged vehicle and insurance company requirement data in the database 750, the shop specific statistics and/or shop repair order data for nearby shops"* (cf. feature (c) of claim 1).

8.3 According to "Example 1", the repair shop may be chosen by the insurance agent or by the customer. In the latter case, the insurance agent produces a shortlist of repair shops which meet certain requirements and sends it to the customer, for instance a car owner. *"The car owner may then: contact an employee at insurance company with her selection; contact one of the shops on the list which may affect the assignment using the platform; or transmit an electronic message to the platform (upon being given access) or otherwise contact the platform provider to affect the appropriate assignment of the claim"* (paragraph [0086], last sentence - cf. features (c) to (e) of claim 1).

It is furthermore clear from paragraphs [0075], [0076] and [0090] of document D1 that estimates from repair shops are required and that they have to be "in compliance with one or more conditions" in order to be approved by the insurance carrier. However, document D1 does not appear to specify whether such estimates should contain information relating to the expected *"repair completion time"*.

8.4 Hence, the only feature which makes the subject-matter of claim 1 distinguishable from the method disclosed in D1 is the fact that the estimates received at the direct repair computing system comprise not only the cost of the repair but also the repair completion time.

Since, as shown in D1, a direct repair program applies standard time durations for specific repair tasks, the parameter "repair completion time" should have no impact on the quality of the repair offered by a repair shop and thus does not constitute a technical feature which would give an indication of the suitability of the intended repair work, as alleged by the appellant. Moreover, it would be obvious to let a customer select a repair shop not only on the basis of a cost estimate, but also on the basis of the time that compliant repair shops would take to fulfil an order.

8.5 In summary, the subject-matter of claim 1 according to the main request does not involve an inventive step within the meaning of Article 56 EPC.

Auxiliary request

9. Claim 1 according to the auxiliary request differs from claim 1 of the main request in that it relates to the repair of "automobiles" and in that it further comprises the following step:

"the selected one of the one or more repair shops making the repair to the automobile".

9.1 The appellant has essentially submitted that the performance of an automobile repair specified in the auxiliary request was clearly a technical step in itself.

Hence, the auxiliary request appears to have been submitted to underline that the technical character of the claimed method does not reside only in the use of a commonplace computing system.

9.2 As concluded at point 4.10 above, the method according to claim 1 of the main request relates essentially to the automation of administrative steps which aim at selecting a repair shop. The addition to this method of the "technical step" of actually making the repair to an automobile may indeed underscore that the technical character of the claimed method goes beyond the mere use of a commonplace computer. However, making the repair to the automobile is an obvious step that logically follows the step of awarding the repair to the selected shop management system and does not produce any unexpected results (see point 4.9 above).

9.3 Thus, the addition of the obvious step of making the repair to the automobile to a method which relates essentially to the automation of an administrative process (see points 4.8 to 4.11) cannot result in a subject-matter that satisfies the requirement of Article 56 EPC.

9.4 Apart from being *per se* known, the step of making the repair to the automobile is also the declared aim of the method disclosed in document D1. Hence, if this document is taken as the closest prior art, features i) and ii) identified at point 6. above still remain the only distinguishing features of the claimed invention.

The same line of reasoning developed at points 6. to 8.5 above leads therefore to the result that the subject-matter of the method according to claim 1 of the auxiliary request does not involve an inventive step.

10. In summary, the Board comes to the conclusion that none of the appellant's requests can form a basis for

granting a patent. Consequently, the appeal has to be dismissed.

Decision electronically authenticated

Order

For these reasons it is decided that:

The appeal is dismissed.

The Registrar: The Chairman:

I. Aperribay R. Moufang