



## New car retailing industry market study: Consumer questionnaire responses

The Australian Competition and Consumer Commission (ACCC) has commenced a market study into the new car retailing industry in Australia. As part of its consultation process for the new car retailing industry market study issues paper, the ACCC conducted an online questionnaire. The online questionnaire was a streamlined process designed for consumers and small businesses to make a submission. Included below are those responses to the questionnaire received by 14 November 2016, for which the submitter gave their approval for use of their responses by the ACCC. Some responses have been edited to remove information which the ACCC considered could enable identification of the submitter or is regarded as potentially defamatory or libelous.

### Online Questionnaire

The online questionnaire asked consumers and small businesses to answer the following questions. Consumers and small businesses were not required to answer every question.

#### Operation of consumer guarantees and warranties

1. What information were you given about your consumer guarantee rights in the Australian Consumer Law, the manufacturer's warranty or the dealer's extended warranty when you bought a new car? What information were you given about how these interact?
2. What are your experiences with obtaining a repair, replacement or refund for a new car under your consumer guarantee rights, manufacturer's warranty or dealer's extended warranty?

#### Fuel consumption, CO<sub>2</sub> and noxious emissions, and car performance

3. When buying a new car, what information were you given about its fuel consumption, emissions and performance?
4. How important was information about fuel consumption, emissions and performance to you when choosing your new car?
5. Were there differences between what you were told about your new car's fuel consumption, emissions and performance and its actual fuel consumption, emissions and performance?

#### Post-sale service arrangements

6. Please tell us about your experiences accessing parts and tools for repairing or servicing a new car.
7. Please tell us about your experiences with accessing paper-based and online logbooks and whether repairers can access them.

#### Access to repair and service information and data

8. Please tell us about your experiences with access to repair and service information and data issues in new cars.

## Other issues

9. Are there any other issues you may have identified in the new car retailing industry that you think the ACCC should look at?

## Consumer Responses

The responses the ACCC received from consumers are provided below.

### Consumer 1- Belinda Cribb

**Published anonymously?** - No

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**Question 1** - Warrantes were put within the user type manual but no discussion. Since then warrantee extended but zero communication on a individual basis. Unsure what's covered and what's not in the warranted.

**Question 2** - I'm trying to get a refund. Push back from ford au and dealership. Bullying behavior, being told inconsistent messages, no fix available but continue to replace parts with full knowledge that warrantee is coming to an end,

**Question 3** - Fuel consumption sticker on the wind screen.

**Question 4** - I want to know that my car will perform on the road how it's meant to perform on paper. So far that has not been the case.

**Question 5** - I was told it was an automatic vehicle but since found out it's a manual vehicle automatically operated, and not very well.

**Question 6** - The normal servicing is done well, warrantee work is a battle. Ford decide on warrantee work and it can take two or three visits to the service centre before they agree that there's something wrong.

**Question 7** - Ford are extremely bad at providing paperwork, like everything, it's a battle. I've been told that it's confidential and that's why I can't have copies... To do with my own car. Crazy.

**Question 8** - Ford are yet to show me the log for faults for my car sighting confidentially. So ever time they reset the cars computer they wipe history and will not provide me a copy.

**Question 9** - Ford should be fined and dealerships should lose their rights to trade in AU because they simply do not trade under our consumer law... Send them back to North America.

### Consumer 2-

**Published anonymously?** - Yes

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**Question 1** - nothing from dealership at all regarding consumer rights. Only that we had a 3 year warranty.

**Question 2** - vehicle couldn't be deemed safe under warranty so they gave me a refund based on market value plus a bit more.

**Question 3** - nothing

**Question 4** - extremely important - as we have just purchased another vehicle that requires "ad-blue" and we weren't advised about that at all.

**Question 5** - the fact that it required an additive for the vehicle to run

**Question 6** - had to wait 6 weeks for a part to come from Japan...

**Question 7** - I have no experience with this.

**Question 8** - we are told that any reports belong to the manufacturer - not us. and not accessible by us as the consumer.

**Question 9** - yes - refunds and holding the dealership accountable for your law!  
they all refer us back to the manufacturer

**Consumer 3-**  
**Published anonymously? - Yes**

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**Question 1** - I wasn't verbally given any information, I just read about the warranty in my cars manual.

**Question 2** - Absolutely terrible! I have a faulty Ford Focus that has had a clutch replacement already but still has severe herking/shuddering/rev issues. As there is no repair for this issue, Ford still refuse to refund my money. My car is not safe to be on the road and have no rights whatsoever. In my warranty booklet it states that Ford will issue a repair OR refund on faulty goods. Considering Ford have stated that there is no repair available for the faulty transmission then surely I am eligible for a refund. Their warranty serms like nothing more than words written on a page, they have no meaning.

**Question 3** - Nope.

**Question 4** - Very! I wanted something economical so lucky I did my research and found out information myself.

**Question 5** - N/A. I wasn't told anything.

**Question 6** - Absolutely shocking. I had to wait long enough for my replacement clutch to arrive as there was a backlog of customers with the same issue. My clutch is playing up again so I wonder how long I'll be waiting this time.

**Question 7** - Once again, shocking! I had to fight with the Ford dealership I purchased my Focus from just to get a copy of my service history as I wanted a paper trail of all the faulty and repairs it has had. The finally sent me my paperwork after days of running me around in circles.

**Question 8** - As above.....completely terrible. I will NEVER buy a Ford again.

**Question 9** - The fact that once the dealerships sell you a car they wash their hands off you. I know I'm not the only one wgo had issues with driving a dangerous Focus or Fiesta, but the dealerships just don't care. I can't even resell my car as no one wants to buy the piece of rubbish now that their faults are acriss newspapers and news shows.

**Consumer 4-**  
**Published anonymously? - Yes**

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**Question 1** - None

**Question 2** - I had an issue with the cars electrics and it turned out to be a broken wire without the insulation being broken, fixed under warranty. A year later out of warranty, same issue, a break the same as previously at the same place in the wire next to the previous

fault. I suggested that it would appear the loom had been stretched causing the wires to break. Oh no that wouldn't be the issue..... repaired at my cost.

**Question 3** - None other than what I had researched.

**Question 4** - Fuel consumption was a major factor.

**Question 5** - My log of consumption over 12 months has proved the brochure figures to be fairly representative.

**Question 6** - N/a

**Question 7** - Have never been able to find out exactly what is required each service.

**Question 8** -

**Question 9** - I believe that the add-ons, like paint protection, rust proofing and fabric protection are a rort. When i bought my present car i was told facts about the paint used that was completely false.

I have bought some of these products before for my vehicles and although they are sold to increase the resale value of your car etc., no one wants to know when it comes to trade in time.

**Consumer 5-**  
**Published anonymously? - Yes**

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**Question 1** - I was informed only that there was a 5 year manufacturer warranty. No further info re consumer rights were discussed. I am continuing to pay the price having purchased a vehicle that within only months of purchase brand new issues with the car presented. It has been recognised for a number of years that the issues are common and a design flaw. I continue to fight with the company about a replacement or refund.

**Question 2** - Apalling. I have been denied a refund, denied a replacement unless I contribute further monies which I cannot afford. It feels as though the consumer laws are ineffective.

**Question 3** - Minimal information. Only what was recorded in the operating manual.

**Question 4** - More important to my husband.

**Question 5** - N/A

**Question 6** - I do not trust that the repairs for which I have taken my car in for have been completed. Continued repairs with no effect.

**Question 7** - N/A

**Question 8** - Again, my experience has been terrible. I have been blamed for the cars problems despite it being a well known and common issue with my model of car. Buyer beware is certainly the case. I now feel I cannot trust new car dealers.

**Question 9** - Investigation into the actual warranty and refund/repairs processes undertaken by dealers. Very much feels like the warranty/repairs is a case of false advertising. I've not had the warranty or replacement for defective vehicle honoured.

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**Consumer 6-**  
**Published anonymously? - Yes**

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**Question 1** - None from Nissan. The only thing they said that was my non genuine parts - bull bar would not be covered under warranty and may affect claims. Nissan refuse to put anything in writing when questioning warranty or anything for that matter. I feel powerless and absolutely devastated that this car has caused me and my family so many issues and personnel distress. Im treated like a criminal if I bring up any issue or fault with Nissan Australia and they make me feel like one. I believe they understand the system and no one gets a refund. I've returned my car over 8 times now with no apology, compensation or even fixes. Just keeps going round the same mountain and Im left with a rubbish product. If it was any other product I would have had a full refund or replacement!!!

**Question 2** - Since buying my brand new Nissan Navara Np300 only 3 months ago it has been back to the dealer over 8 times and last time was there for 8 days. It's booked in again on the 25th October to have rust and other issues sorted. The delaer and Nissan Australia have used excuses like "they're all like that if we compare them or "cars are mass produced so you have to expect this". Only after driving physically to the dealer and complaining multiple times do I get listened to. Then all my issues get taken to Nissan Australia who bully me over the phone denying any faults. They are terrible to deal with and make me so angry with how they have treated me and this car purchase of over \$52,000. Faults so far are stiff power steering on sharp turns, rust on chais rails and welds, rust in rear window, tailgate and under the bonnet, chipping paint all over the vehicle, leaking turbo pipe, economy is 13lt/100 against there claimed 6lt, faulty traction control button, faulty washer jets, crumbling drivers seat foam, 25% inaccurate fuel gauge, vibration at 100klm, rubber covers on roll bar breaking apart, seat sticking coming apart, noise from diff when in 4x4.

**Question 3** - I was told 6.3lt to 100klm and havent got under 12.4 since new. They checked over it and tested and got 8.7lt. I drove out and back to 12lt plus. They will not tell me where and how they test the vehicle to get these figures so I can test in the same condition. They refuse to look into it.

**Question 4** - This was the major reason for purchasing the vehicle. Amazing fuel efficiency and class leading is what I was told. All lies

**Question 5** - as stated 6.4lt from Nissan but actual is 12lt plus

**Question 6** - No spare parts are available and they need to order them all in. When they got parts in they forgot to order the tools to adjust so I needed to wait again for this. Any issue Ive had, they take the car for the day to assess, then return it to me with no fixes but parts to be ordered and then it returns. Each time I return it which are weeks apart, Ive developed further issues/faults that again need ordering and approval from Nissan Australia. Extremely time expensive and terrible customer care/service offered.

**Question 7** - Both Nissan Australia and the dealer do not and have not responded to me in writing ever.

**Question 8** - Every time I have a issue, I'm told they've never heard of it and its the first time. Nissan forums prove that there are hundreds of faulty Np300's

**Question 9** - The ACCC have been no help as VCAT and other government departments. I call and they listen but cannot do anything it seems. Ive been told that we do not have lemon laws in Australia which is the big issue. I and many other individuals are left to fight for our rights on individual basis which means were all treated differently and depending on the dealership.

**Consumer 7- Chris**  
**Published anonymously? - No**

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**Question 1** - No information was given about consumer rights or law, no the vehicles requirements to operate correctly. The vehicle I bought was a 2015 Subaru Forester Diesel fitted with a DPF (Diesel Particulate Filter).

After months of fighting with the dealership (Eblen Subaru) and pushing consumer rights and law, cameras and monitoring devices being fitted to my vehicle I managed to strike a deal with them. This is after I went above the dealership and had to deal with Subaru Australia direct as well as your organisation.

I purchased the car for \$42,500, they bought it back for \$32,000 (from memory), sold me a new car of my choice from their dealership at cost and also provided a discount of over \$9000. Smells fishy to me, but they assured me that there was nothing wrong, simply that I didn't like what it was doing.

I would also suggest that this dealership be investigated as I found the vehicle online with a lower odometer reading than when it was traded. If you need any other details, please contact me to discuss.

**Question 2** - Dreadful! The dealership were terrible to deal with and kept running me around in circles and avoided the problem or taking any ownership. I was also advised that a memo had been issued to their sales team when I started rattling chains by two staff members. The memo had information about what they should be saying to customers and what questions to ask when selling them a diesel vehicle from their range. Eblen Subaru used to have such a great name for itself, but since being taken over by Adtrans Group, things seemed to have gone downhill.

I had to take time out to take the car back to the dealership countless times, had it almost catch fire a few times, smoke bellow out of the engine bay, strong melting/burning smell in the cabin, hundreds of emails, meetings in their office, ridiculous offers and claims. The process was just stressful and nasty. We need lemon laws in this country ASAP!

**Question 3** - Little to no information provided other than the sticker on the windshield which was removed before I took delivery of the vehicle.

If I had of been told about the DPF fitted the vehicle in the first place, I would not have bought it. The way I use the vehicle on a daily basis would not have met the vehicles requirements (apparently) and this was the stem of some of the problems.

The dealership were aware of my home and work address, what I did for work and what that equated too in the way I use the vehicle.

Ignorance is not an excuse in my book.

**Question 4** - Reasonably, I work in real estate and rely on my vehicle. The reason that I bought a diesel was because of the fuel economy. The emissions wouldn't normally bother me, but again the vehicle has the DPF fitted to assist in emissions. What it does is capture all the soot passing through the exhaust and store it until the vehicle reaches certain conditions. It then heats up the exhaust and does a burn off of all of the catchment. I don't see how this constitutes emissions!

**Question 5** -

**Question 6** - All servicing and repairs were done by the same dealership. I suspect they have all the tools that they require? Although they fitted my car with a monitoring device that I had to press when the problem occurred which looked 10,000 years old and didn't seem to

be functioning correctly. I asked if there was something more comprehensive that would monitor more things and was told that it could not be fitted to my car because it needed to be programmed each time you turned the car on.

Just before the case was settled, they asked me to fit a different device (the one they previously claimed couldn't be fitted to my car) to be fitted. This raised some serious questions again about the information provided to me by the dealership and their honesty/integrity.

**Question 7** - couldn't find hardly anything online from Subaru, but a lot of angry people with similar problems in public forums.

**Question 8** - As per above in question 7

**Question 9** - I believe that the dealership in question that I used should be audited somehow. My dealings with them through this whole process was terrible and they tried to manpower me into agreeing to things that I did not want to do or that were satisfactory or above board.

There should be lemon laws in SA to prevent consumers from these types of issues.

If you have any other questions relating to my application, please feel free to contact me at anytime.

**Consumer 8-**  
**Published anonymously? - Yes**

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**Question 1** - Nothing

**Question 2** - I have owned two new VW Passats. Both cars had a dealers extended warranty that I purchased. The first VW suffered a failure of injectors and the injector power pack. Full cost around \$4000. VW in the past had covered this problem despite being out of the three year warranty. Because I had an extended warranty through the VW dealer, VW flatly refused to pay for anything. My warranty covered \$3000 max, the dealer was great. lent me a car to use free whilst my car was fixed and provided parts and labour on favourable terms. VW were rats.

My second Passat is a 2014 model bought new in 5/2015. This vehicle is a great car, but is affected by the emissions scandal. VW and the dealer refused the replace or refund under consumer law. The car is virtually worthless and VW have stuck their fingers up and owners, dealers and the ACCC.

The ACCC should enforce the consumer act and force VW to offer the replace or refund. Despite the fact I hate VW management, they make great cars. I would go for the new Passat which I believes does comply with emissions standards.

If VW refuse to comply with their obligations under Australian Consumer Law, the ACCC should fine them to the MAX.

**Question 3** - Their Marketing brochure (which I have), which includes false information about emissions.

**Question 4** - The most important as we are age pensioners and need a very economic vehicle

**Question 5** - The current fuel consumption is better than than claimed, because of the way I know how to drive it. The emissions were a lie and if VW "fix" (they do not have one) the emissions problem, then I am sure I will lose performance, torque and fuel economy.

**Question 6** - My dealer is excellent and I do not have a problem with the servicing.No idea abi

**Question 7** - I have the same VW dealer do the repairs and I have my own logbooks and they have a full service history online for their use

**Question 8** - See previous comments about failed injectors and pack

**Question 9** - Suing the backside off of VW Australia and Germany if they fail to comply with Australian Consumer Laws

**Consumer 9-** Susan Miles

**Published anonymously?** - No

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**Question 1** - Little or no information from dealer (I had to look it up myself)

**Question 2** - I received a refund/waiver of my cooling off fee \$269 when I opted to cancel my initial purchase contract. I cancelled because of the dealers practise to 'upsell' glass tinting by phone 2 days after signing contract. I objected to not being given the option to view and consider the tinting at time of purchase, and as I could not make a considered decision over the phone - I raised with both dealership and car manuf my objection to this practise.

**Question 3** - Little

**Question 4** - Very

**Question 5** - Don't know

**Question 6** - Not applicable

**Question 7** - Not applicable

**Question 8** - N/a

**Question 9** - Yes!

Lack of transparency on material aspects to the purchase - I was not told until 2 days after purchase that my car came with rear window privacy screen, and then offered tinting to match on front.

When I approached another dealer ( after I cancelled first purchase) what the tint looked like, I was told it was not an exact match to privacy cover.

Post contract upselling - very frustrating, and lead to me cancelling purchase with the dealer and looking for another dealer for purchase of same model.

**Consumer 10-**

**Published anonymously?** - Yes

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**Question 1** - I was given limited information regarding the new car warranty.

**Question 2** - The dealer and manufacturer (Hyundai) accepted there was an electrical problem with my car causing external light globes to blow on a regular basis (over a dozen in less than 2 years). Both dealer and manufacturer were unable to identify and fix the fault. They then changed their mind and said there was no fault. Only after I sought legal advice did the dealer decide to try again at rectifying the problem. I requested a refund and or



replacement at various stages throughout the process but each time my request was declined. If I had not been persistent I would not have got the eventual outcome.

**Question 3** - The sticker that is on the window showing fuel and CO<sub>2</sub> emissions was all I was shown / told.

**Question 4** - Very important

**Question 5** - I feel the fuel consumption is greater than the figures provided

**Question 6** - Easy to access, though there is no difference in price for servicing between various dealers

**Question 7** -

**Question 8** -

**Question 9** - Dealers and manufacturers are not willing to comply with refund or replacement laws concerning new vehicles. It should be the customer that chooses and dealers and manufacturers should comply without causing difficulties.

**Consumer 11-**

**Published anonymously?** - Yes

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**Question 1** - Note I purchased my first new car in 2009 and the next in 2012. When I purchased the cars I made myself aware of the manufacturer's warranty. I was offered extended dealership warranties for a cost at the time of purchase. One was a factory extension and the other was a dealer warranty. It was unclear if both would transfer at subsequent sale of the car.

**Question 2** - The first car, a diesel had an issue from day one, car stalled at lights and then engine light came on. Dealer checked ECU which showed no errors. The power windows on the car failed to operate correctly and the dealer had at least three attempts to fix the problem. At one point they changed the ignition lock. This was the subscribed factory fix but didn't resolve the problem. Dealer was happy at attempting to fix problem as was billing the manufacturer under warranty.

The car's DPF regeneration light regularly came on and dealer said needed to take long trips to get around problem.

On last service dealer went over car and said it okay with just under one month of warranty left. About three months later engine light came on and dealer advised that car needed a new dual mass fly wheel and throttle body. As the car was out of warranty I would need to cover the costs some \$5500. However as I regularly serviced the car at the dealership the manufacturer might exercise a goodwill gesture. I received a phone call and was advised by the manufacturer they would contribute about \$1000 to the cost of repairs. After numerous phone calls and complaints I received no movement until I sent a letter to the CEO of the company in Australia. They then covered the full cost of the repairs. Some months later another engine warning light came on indicating an issue with the DPF - the cost to me to fix it was some \$500. The item in question was the exhaust pressure sensor which was faulty as it was stopping the DPF from operating correctly. Again after numerous complaints the company finally came to the party to correct the problem. Some months after this repair the aircon ceased to work as the service department had failed to reconnect the aircon with the previous work done. The fault was detected by my mechanic. I advised the dealership and they agreed after a few phone calls to reimburse me.

With the second car, also a diesel, I found that when it hit certain revs that it basically refused to accelerate (not a good situation when overtaking or for a learner driver). The car was about 6 months old at the time. The dealership had the car on and off for about 6 months trying to find the problem. During this period they offered me a courtesy car - even though it had a \$2000 plus excess. When they were trying to resolve this problem they found that the engine had an oil leak which they fixed. After 12 months it appeared that they were not going to resolve the problem so I contacted consumer affairs Victoria who basically mentored the case, the action I was taking and had contacted the manufacturer to advise that they would step in if necessary. It was not until I videoed the problem and sent it to the CEO of the company that I received some action. One of the head engineers of the company indicated that it was my driving style that caused the problem not the car. The end result after threatening to escalate the issue under the new consumer laws I swapped the car for another vehicle but had to put in the difference between the market value of the car and the new car I was acquiring. This led to another series of issues as to determining what was the market value of the car. Was it the purchase price, the time when the faults started or the time when they realised they couldn't fix it. NOTE: I would have asked for my money back but I felt the manufacturer would have bluntly refused especially after 12 months of TROUBLED motoring. I've had issues with the replacement car but the manufacturer has been exceptional with its efforts mainly due to the customer service representative that I have been dealing with.

Manufacturers asked for a non disclosure clause to be signed once agreements had been reached.

**Question 3** - None by the dealer but as a motoring buff I read all the test reports prior to purchase. As I travelled long distances I went for turbo diesels.

The brochures provided by both companies highlighted trouble free motoring with the latest engines etc.

**Question 4** - In both cases the statements made by both manufacturers along with commentary by motoring writers was a key driver for purchasing the vehicles.

**Question 5** - In both cases the fuel economy in both cars was on par with the manufacturers statements. However when I experienced a loss of power in one I referred the manufacturer to their own marketing material. It appears that this however had little if no effect

**Question 6** - ignoring that advent of current fix price service.

When I purchased the cars at no point did either dealer highlight the service costs of the cars or the costs of parts. It became obvious that one vehicle was subject to excessive servicing - cam belt changes at 4 years when most change at 7-8. Manufacturer has now changed it to 8 on new cars.

The costs of disc brakes and pads on both imported cars is anywhere from \$400 to \$800 for a front set. On one car the parts are only available from the dealer as the car was a limited run and there are no aftermarket parts.

The aircon on one car ceased to operate and it took the manufacturer 3 weeks to obtain the correct parts from overseas. It should be noted that it took 3 weeks as the manufacturer gave the repair priority.

The car needed some park light holders. They had to be ordered and the parts had to arrive from overseas. It took THREE MONTHS for the parts to arrive. Note the car is unroadworthy during this period as the park lights couldn't work.

**Question 7** - I found that you can access some overseas models logbooks if you search hard enough. Generally a car club website will have some on file but this would be rare.

**Question 8** - With the internet now, it is possible to track down from other owners that have experienced similar problems. However there is usually nothing from manufacturers (unless in US) that show common issues in Australia.

For example in one car I own, it i

**Question 9** - It should consider whether manufacturers be obliged to highlight the operating costs for a car owned for at least four years.

For example:

Fixed price service costs. What does this actually cover?

Costs of replacing all discs and pads

Cost of cam belt (rubber) replacement if fitted.

Aircon regassing.

Windscreen replacement costs

ETC

It is needs to provides guidance as to when a vehicle is deemed to be a lemon - there needs to be a solid framework but at the same time a body to provide guidance to both parties (arbitrator?) is required.

## **Consumer 12- Published anonymously? - Yes**

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**Question 1** - Virtually none. Regardless, I knew what the usual manufacturer's warranty covered anyway.

Dealers extended warranties require all servicing's be done on their premises at very inflated prices so this makes them a waste of money.

I already knew how the ACL worked so I did not need a lecture on that.

The ACL is of little benefit unless the consumer wants to take the retailer to a tribunal and this can be a hit and miss situation.

Australia has no consumer law that is immediately accessible. Basically we have no consumer law.

The ACL is a paper tiger and the retailers know it.

**Question 2** - Very poor. Almost to the point to being ridiculed.

The car was a new Toyota Kluger purchased from Maitland NSW Toyota in 2012.

After about 10,000km the brake pedal began to be intermittently spongy, sometimes excessively. The brakes also had no "bite" like there was oil on the pads.

I returned with this problem on 5 occasions, twice to the selling dealer and once to three other dealers.

They took it for a test drive each time but found the brakes to be satisfactory and considered normal.

One time I asked if I could test the pedal response of another Kluger that had just come out from being serviced and when I tested the pedal on that it dropped further than mine.

There were occasions where I had to head off down the side of traffic because of weak brakes. I had to drive leaving a large distance in front of me as I never knew what sort of reaction I was going to get when I applied the brakes each time. Occasionally they would react like you would expect with a vehicle of that class and price.

I do know how correctly operating brakes should react as I have been driving for about 50 years and some of that involved experience as a taxi driver, many military vehicles and the large amount of vehicles I have owned. I am not an idiot like the dealerships seemed to want to imply.

The brakes have improved over time but it has taken 4 years for this to gradually happen. I would say that now they are about 90% of what you would expect them to be.

One time I called Toyota head office requesting assistance and all I got was a young girl who told me to call a dealer as there was no one there that I could speak to.

**Question 3** - The vehicle had a sticker on it disclosing the fuel consumption.

No information was given but I had extensively researched it online before making my decision. All buyers should do this as you will never stop salesmen from lying. Quite often salesmen have little knowledge of the vehicles they are selling.

**Question 4** - Fuel consumption and performance is very essential information.

Modern vehicles are all good when it comes to emission standards now.

I ignore the fuel consumption figures stated on stickers and prefer to check for feedback from actual owners.

Salesmen lie and so do some consumption stickers.

**Question 5** - No. Actually it is better than stated.

**Question 6** - Dealer pricing is expensive for parts but they do have to cover the high outlay in running such a business. I now do my own servicing and purchase aftermarket consumables.

Dealers cannot be trusted to service properly.

Dealers do have a good supply of spares available locally.

**Question 7** - Very poor for vehicle owners..!

In Australia owners have very restricted access to detailed information and TSB's.

In the USA they have a very open system especially when it comes to Technical Service Bulletins.

These should be made accessible by buyers here also, it should be open access and not a hidden secret.

Private licenced mechanics can access TSB's and servicing guides for Toyota vehicles already via electronic media but I believe they have to pay for it.

**Question 8** - My car is also sold in the USA so I can access most information from there.

This should be available here.

\*\*\*\* You forgot to ask about servicing... \*\*\*\*

Dealer servicing seems to be a hit and miss affair with some listed things not being done.

**Question 9** - 1. Easy access to a resolution mediator for warranty claims that are being shunned.

The ACL is of no use and the dealers know this. We need real consumer protection for motor vehicles like they have in the USA, currently we have none.

2. Public or owners access to manufacturer's Technical Service Bulletins. They have it in the USA so why not here?

3. More effort put into publicising the right for owners have their new car serviced at any licenced mechanical workshop.

4. Dealerships use young unskilled and quite often untrained general labourers to do the car servicing under the supervision of a "sometime" present licenced mechanic. As we are paying for the service by a licenced mechanic then that is who should be doing it. I do not like my \$40,000 car being serviced by some unskilled kid.

**Consumer 13- Ben Frost**  
**Published anonymously? - No**

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**Question 1** -

**Question 2** -

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** -

**Question 7** -

**Question 8** -

**Question 9** - With the demise of local manufacturing, I would like the ACCC to review the "Australia Tax" and advise why identical vehicles in other markets are substantially cheaper than Australia (after considering FX and transport).

It is not hard to review costs overseas and the counter by the importers of "additional features" or AU specific features/requirements can be easily countered.

I would also like the ACCC to review why we don't have lemon laws here. There have been numerous cases where customers in any other sector would have had replacements provided. Why is the Auto industry exempt?

**Consumer 14- Keith Hemburrow**  
**Published anonymously? - No**

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**Question 1** - The selling company stated that the Mercedes van had a 3 year warranty. I then found out that because it was a 4x4 or converted to a motorhome, that the on road service support was not available. This support is standard on all other Mercedes. We had

to pay for a special addition to the Mercedes warranty for the support normally offered. (In our case after a confrontation, the dealer paid for the extension)

We were told we could take the vehicle to any other Mercedes dealer for warranty work, if required. This has turned out to be a real necessity due to numerous and ongoing problems. We thought the extra money bought a quality unit. Not so.

**Question 2** - 2 years old, 53,000Km vin: WDB9066552S929159

There are 2 issues that will make you think again about buying a Mercedes. All is good until something goes wrong.

1. After approx 3000Km, the stitching on both front seats started coming apart. We paid extra (everything is extra) for the better seats known as "comfort seats". We had to take the vehicle in to the dealer for verification and some days later, maybe a week, they rang to say the seat covers would be replaced, but they had to be ordered from Germany and the delivery was unknown. About 2 months later, we got a telephone call to bring the vehicle in, (Canberra) for the repair. We were traveling in South Australia at the time and I replied that could we make a booking for about 4-5 weeks time, as we would be back home then. NO they said, you have to be here within 2 weeks or we return the parts. I thought they were joking and said I will give you a call on our return. When I did call about 3-4 weeks later, they gave me the news that the parts had been returned and would have to be ordered again. Their "case" was closed and I would have to go through the same procedure again. Which we did to get the repairs made.

2. From delivery we have had a transmission problem that causes extreme noise. So loud as to prevent normal conversation within the vehicle, causing discomfort and headaches. The problem noise occurs only after the transmission is warm. In Canberra that's about 20-30 Km from start. The noise is worse under load at approx 80 Kmh, but does occur throughout the range from 40-80Kmh no matter what gear or rev speed. We have a tracking recording device fitted and several times after they had the vehical in for "days" , I decided to look at the recording. They only drove the vehicle twice for the test with the longest test being 4.3 Km. Of course they said I or suggested I did not have a problem,. The vehicle has been returned many times to complain. OI have been told that the problem is unique to me and yet my brother in Melbourne has the same vehicle and has had his rear end transmission components replaced by the local dealer there. (Berwick Mercedes). In the end I wrote to Mercedes Head Office in Melbourne. They took action whereby it was established by a technician from Sydney who agreed there was an issue. Problem still not resolved as they seem to just be mucking around with adjustments of the "crown wheel and pinion". Been into Mercedes Canberra maybe 6 times to address the issue. Each time they have the vehicle for days at a time. My tracking device shows it being in their rear parking lot for most of that time.

I looked up the internet and found that in the USA where the same model has exactly the same transmission, has been having many, many problems the same reported. The resolution there has been to replace the rear axle and springs, which Mercedes in Australia seem reluctant to do. For a commercial user of the vehicle in Australia, I'm sure the problem is there but ignored and not reported.

**Question 3** - No

**Question 4** - Not important

**Question 5** - A variation on fuel consumption, but not enough to be of concern.

**Question 6** - A fuel filter at service \$350. Other filters (3) close on \$100 each.

Everything takes 2 days.

Charges are always extra and additional as the vehicle has optional protection underneath.

They fit new clips on the various tubes they disconnect each time, even though the fitted clips are sold as "reusable". \$7.00 x 5 just for the fuel filter.

Our Hyundai \$20 fuel filter, oil filter \$12.00, Air filter \$25.00, Cabin filter \$23.00

**Question 7** - I have as yet not received any paper documentation as to any service or work undertaken on our vehicle. I have discussed this with the head office of Mercedes and they said to ask for the printouts from the dealer. At first they refused and then said it will time. 4 months later and still no paperwork.

When I was in hospital, my wife went to pick up the vehicle after a service. My brother took her in and waited. He told me that the staff ignored her for some 15 minutes before asking to assist. She is well know by the service advisor. Their customer skills leave a lot to be desired. They jump very quickly we notice when the very expensive diplomatic vehicles are bought in, but we are relegated to a very low level of support.

No dealers or repairers can access any of the information pertaining to our vehicle without the specialized Mercedes Star Diagnostic System. My understanding is that this system costs many tens of thousands of dollars and requires special hardware. It is provided only to Mercedes dealers in Australia. In other parts of the world, this is not so. It is Not the standard "OBD" diagnostic system. There are many specialized tools required to work on our vehicle, I know not why, even the bolts use a special star head on them requiring special spanners.

**Question 8** - This is our 6th motorhome since 2000. We have bought different brands, eg. several Fiats, Iveco, Mazda, Hyundai from different manufacturers. Nothing is perfect and all have had issues of some kind, but dealing with Mercedes is just unreal.

1. Lack of

**Question 9** - 1. When a vehicle is advertised, promoted with videos/brochures and prices quoted, the actual ordered vehicle should reflect that promotion. Mercedes certainly does not.

2. Parts / Tyres availability.

3. Customer support or recognition of customer needs within a reasonable time frame.

#### **Consumer 15- Published anonymously? - Yes**

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**Question 1** - No information given, apart from what is written in the owners booklet

**Question 2** - I bought a 2011 model Toyota Corolla in march 2012 brand new. During the warranty period I complained that the manual transmission was noisy. I was told this is normal , which I accepted. I have since driven my neighbours exact same car to discover its not at all noisy, so I have tried to get mine repaired , even though the warranty has expired They have agreed the transmission is faulty and have offered to pay 50% of the repair cost. This will be approx \$1400 , which is not acceptable. Also the car has extensive rust on the subframe, which if left untreated would make the car unroadworthy in a short period of time. Even though it still has the manufacturers rust perforation warranty, till march 2017, apparently this only applies to body panels, not the frame of the car. This is crazy as the frame is the most important part. They have rejected this claim leaving it up to me to pay for

extensive rust repairs on a 4 year old car, garaged and looked after with only 70,000km on it.

**Question 3** - None, only read what was on the sticker, and researched online.

**Question 4** - Fuel consumption was important, and I knew these cars to be economic, I had hired many

**Question 5** - No, actually better than what is stated.

**Question 6** - Dealer service only, not that that has meant much

**Question 7** -

**Question 8** - I just take it in for service

**Question 9** - Poor warranty service, lying, dodging issues (see above) obsequious service manager, who does nothing, but promises the earth

**Consumer 16**- Mathew Durrington

**Published anonymously?** - No

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**Question 1** - Nothing was given to me on any warranties, I was not taken through any of it. When I received my car in October 2015, the dealership should have shown me a few things within the car and handed me the key.

**Question 2** - Haven't had to at this stage

**Question 3** - Performance (Kw) is always at the flywheel and not at the wheels. This is knowledge I picked up reading car forums. No where do the car manufacturers state where the power figure is measured from.

Fuel Consumption (Avg 13.5Lt/100km) . After testing on highway and suburban area I found the fuel consumption to be 10Lt/100km (Highway) and 16.5Lt/100km around suburban areas.

**Question 4** - Fuel consumption is very important to me when purchasing a car because I use that figure to calculate average fuel bills a week to factor into running costs.

**Question 5** - I was not told by the dealer anything on the topics you ask. I researched this myself, through the dealership website and forums. I find the dealerships skip over this part a lot and/or don't explain where the figures come from. ie Avg fuel consumption ca

**Question 6** - In regards to Ford, they have a service price guarantee that you can look up before you take your car in for servicing. This allows you to budget out to 5 years. There is a disclaimer that the price specified lasts 2 months from when looked up. So I can expect the Price Guarantee will fluctuate over time.

My first two services were exactly the price specified online.

**Question 7** - Only have paper-based log book. Kept in glove box of car. All services have been logged thus far.

**Question 8** - No repairs at this stage

Services are clearly identified in paper log book and online on the Ford Website with price included.



**Question 9** - I believe car retailers need to step through customers on all warranty/repair and service details. Someone like me research all this before purchasing any car, so I have a pretty good idea what I'm getting myself into. However the average consumer at least should be asked whether they would like to be taken through this information. This may make or break a deal and the consumer may choose another car retailer based on service requirements and or warranty provided.

**Consumer 17-** Patrick Berry  
**Published anonymously?** - No

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**Question 1** - No information provided on consumer guarantee rights. High pressure sales of extended warranty.

**Question 2** - Dealers refuse to accept any responsibility (blame manufacturer)

Manufactures providing parts only under warranty (when labor is the most significant cost of a repair),

**Question 3** - Minimal. Did not ask for any as it is not important to me.

**Question 4** - Little importance.

**Question 5** - No

**Question 6** - No experience

**Question 7** - No experience

**Question 8** - No experience

**Question 9** - Misleading conduct in relation to vehicle availability and delivery times. Deposits accepted for vehicle model and option combinations that are not available and them attempt to sell a higher spec model.

Misleading conduct in relation to the requirement for dealer servicing during warranty period.

Dealers not accepting any warranty responsibility (only provide warranty service if a claim is accepted by the manufacturer).

**Consumer 18-** Danielle Ward  
**Published anonymously?** - No

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**Question 1** - We were pushed to purchase the 10 year extended warranty and service agreement. At no time were we advised this was only valid if it was service through Watson Holden. It was not available to use at any other Holden dealership. We have just moved to country Victoria, so we can kiss that money we spent away.

**Question 2** - We are now not covered, as we have moved to the country.

**Question 3** - Nill

**Question 4** - Would have been helpful

**Question 5** - Weren't told in the first place

**Question 6** - As we have moved to the country, we are not covered under any warranties. We have to find a new mechanic.

**Question 7** - Now nothing about it

**Question 8** - Nil

**Question 9** - We required finance, we were not told the interest rate until the day we picked up the car. When they rushed through showing us the documents, they were not in front of me. The dealer was flicking through them reading bits out loud. I was then asked to sign

**Consumer 19-**  
**Published anonymously?** - Yes

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**Question 1** - Very little.

I was told that the manufacturers warranty runs out in 3 years and as I bought a demo car, they provided an extra 1 year extended warranty.

**Question 2** - For a previous car Nissan Pathfinder which we purchased new, we had it serviced at the dealership as per requirements. After the manufacturers warranty expired, a cable in the rear door failed. The dealership and manufacturer refused to replace for free or at a discount. even though the car was less than 5 years old at the time. The cost of the cable and labour was going to be around \$1,000 which was ludicrous. The car was purchased for around \$60,000. It was only used around town taking kids to school and locally. I traded in the car as I was so disappointed with the service from Camberwell Nissan after supporting their business for so many years.

The car that we then purchased came with a 5 year manufacturers warranty. We had a major failure just recently and car was off road for almost 2 weeks. This was a component failure that was not due to wear and tear, purely a random fault. Although they covered the fault, they would not provide a loan vehicle and initially they thought the car was out of warranty and expected me to pay for it. Again car serviced each time at manufacturers dealership. This car was purchased for over \$70,000.

My experience with dealerships extended warranties are poor. Typically they are discretionary warranties, where the dealership hands off the administration to a third party and pools all the risk money. The car owner has no choice but to service car at dealership and the coverage has so many exclusions and low claim limits a major failure will still cost owner thousands.

**Question 3** - Only on the sticker for fuel efficiency. I do not achieve the economy they say and it is a manual. It also has shut off when stopped.

**Question 4** - Fuel consumption is very important, but we know that it is a combination of city and country driving. All manufacturers do the same. I've never had a car that achieves what the sticker says for city driving.

It would be good if every manufacturer was required to detail emissions and performance on the car as per the fuel consumption sticker

**Question 5** - Yes, not getting the fuel consumption they say can be achieved.

**Question 6** - Terrible. Our Mitsubishi Pajero has fixed price servicing. However this does not include internal air filter. They wanted over \$300 for part and \$100 for labour. Every service they say we need to replace.

Purchased replacement filter on-line for under \$30 and took 3 minutes to replace. The same goes for brakes. We always take our car to a brake place. Dealerships will charge in excess of \$1000 to do the breaks, whilst brake specialist will be less than \$500.

**Question 7** - NA. Don't go to anyone but dealership as too afraid if there is an issue, manufacturer will refuse to cover warranty.

**Question 8** - NA

**Question 9** - Yes, trying to push other products like CCI and GAP insurance. Also not upfront with all the fees when you finance vehicle.

There should be a pre signing finance form that lists fees that dealership charges/receives, early termination fees, total interest on loan etc.

I wasn't given this information until signing agreements on the day I picked up car and it was too late to organise other finance. This is all part of their ploy. They ask you what monthly amount can you afford to pay, rather than get the best deal for you. They dropped 3 percent when I told them I would access my home loan. If I had known at the start they were going to lump a \$1,000 fee for dealership on a \$30,000 car I would not have done finance through them. Effectively I've paid an additional 3% on loan from the start.

**Consumer 20-**  
**Published anonymously?** - Yes

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**Question 1** - I purchased a new car (demo) in late September 2016 but I did not receive information about how the warranties interact.

I was told about capped price servicing but I observed that the prices seemed consistent with my experience of independent service costs if not higher. I also observed that there were costs to me to service my car with the dealer around petrol, time costs and inconvenience to me compared to my local mechanic.

The salesman noted that use of non genuine parts would void the warranty and extended warranty I had purchased. I am unsure whether this is correct or not but it seemed reasonable to assume.

**Question 2** - No experience to date

**Question 3** - Fuel consumption ratings provided in soft copy specification documents and sticker on car. I did not note emissions or other performance data although they may have been provided.

**Question 4** - Fuel consumption very important but my previous experience is this rating is overclaimed and not generally reliable or comparable. However if the electronic dashboard is to be believed, car fuel efficiency is being achieved within the range claimed.

I relied on emissions standards set by government.

I relied on online reviews on performance to identify flaws as my needs are quite average.

**Question 5** - Fuel consumption very important but my previous experience is this rating is overclaimed and not generally reliable or comparable. However if the electronic dashboard is to be believed, car fuel efficiency is being achieved within the range claimed.

**Question 6** - No experience to date with this new car. I intend to ask my mechanic for advice.

**Question 7** - No experience to date with this new car. I intend to ask my mechanic for advice.

**Question 8** - No experience to date with this new car. I intend to ask my mechanic for advice.

I noted that the logbook was not fully completed - lacking 1000 km service data - and I intend to ask the dealer to address.

**Question 9** - My experience from my previous car - also bought new - is that the included tires wear more quickly than later purchased tyres. This seems an issue in the same way that new printers are packaged with very small amounts of printing ink to keep the price down but you pay more later. I complained to the then dealer about the excessive tyre wear but this was claimed as normal wear and tear outside of warranty. However it was not my subsequent experience that tyres wear as fast.

I am currently monitoring the wear of tyres on my recent new car purchase because during recent excessive rain on the Victorian Western Highway I noted the grip to be less than satisfactory resulting in aquaplaning. If the tyres are inadequate then they should not be permitted under roadworthy, however I feel this only considers depth of rubber not quality. Inferior tyres are of concern to me.

**Consumer 21-** Bjorn Hedenberg  
**Published anonymously?** - No

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**Question 1** -

**Question 2** - Appalling customer service. See attached file for my experience.

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** - See attached file for my experience.

**Question 7** - See attached file for my experience.

**Question 8** - See attached file for my experience.

**Question 9** -

**See supplemental submission at Attachment A**

**Consumer 22-**  
**Published anonymously?** - Yes

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**Question 1** - There was no information given in regard to the ACL. The manufacturers warranty was explained very briefly, with more emphasis given to the FREE extended warranty, however there was no detail given that the extended warranty only applied if I had the vehicle serviced at the dealership when the new car warranty ran out.

**Question 2** - On new car warranty claims, there has never been an issue, as I have never had a major fault under any new car warranty. I don't use the dealers extended warranty as the cost of servicing my vehicle at the dealership is more than twice that of using a private mechanical business.

**Question 3** - The only information given was the data displayed on the windscreen sticker showing that data. Certainly if I was an immature buyer then I would be asking a lot of questions for the salesperson, however I do my research and make my decisions based on that research, which includes fuel consumption, emissions and performance.

**Question 4** - This information is just as important as the information regarding reliability, build quality, vehicle features, etc etc. No one thing sways me to purchase a new vehicle, it is the total package that I look at.

**Question 5** - With regard to the fuel consumption figures shown by every vehicle I have purchased, all of the figures are way out of line with the real consumption figures. I would assume that the fuel consumption figures supplied by the manufacturers are garnered from

**Question 6** - I will delve further into this in question 9.

**Question 7** - No issues in this department.

**Question 8** - No issues in this department.

**Question 9** - Yes, the cost of "GENUINE" replacement parts.

1: I had to replace a broken tail light assembly on my Nissan Navara, the Nissan Genuine Part cost was over the \$200.00 mark. The exact same item, with the same manufacturers part number and name on it was purchased aftermarket for \$52.00.

2: I had to replace a center console lid on my Nissan Navara, the Nissan Genuine Part cost was \$600.00 as they did not sell the lid separately, to get the lid, I had to purchase the whole center console. I purchased an aftermarket lid for \$40.00.

3: My wife asked the dealership to update the inbuilt GPS in her 2 year old Nissan Qashqai, the service adviser told her that the cost would be over \$600.00 to update the Micro SD card in the GPS unit. I have a Navman portable GPS, it cost me \$200.00, I get lifetime map updates FREE.

These three instances show the massive markup being applied to "GENUINE" parts. When in reality the cost of the part is the same or lower, due to the massive quantities of the products that the manufacturers buy, than the aftermarket units I can buy.

The other factor here is the way that the manufacturers manufacture their vehicles, so that only service techs with Nissan service machines can do the work. This ties you in to using their services at the exorbitant prices they charge. If for example the access to the SD card in the Qashqai was accessible to the everyday mechanic, then the upgrades to the GPS could be by the owner of alternatively by a mechanic.

**Consumer 23-** Neil Williams  
**Published anonymously?** - No

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**Question 1** - None

**Question 2** - We are currently in a situation where by our 2011 model volkswagen golf.owned since new by us has just had a major engine failure.

First 3 years serviced by vw then log book serviced by a reputable company.

The vehicle is back with the vw dealer but it doesnt seem we will get any joy

The vehicle only has 60,000 kms on the odometer.

**Question 3** - Yes

**Question 4** - Very

**Question 5** - No

**Question 6** -

**Question 7** -

**Question 8** -

**Question 9** -

**Consumer 24-**  
**Published anonymously?** - Yes

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**Question 1** -

**Question 2** -

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** -

**Question 7** -

**Question 8** -

**Question 9** - Factory fitted Satellite Navigation systems map data can be a year or more old when a car is bought new, especially European cars, and the cost of upgrading satnav maps after a few years can be very expensive (e.g. around \$750+ for an update on an imported car. Car retailers have a captive audience for satnav map upgrades and seem to charge well in excess of cost plus a reasonable margin.

**Consumer 25-**  
**Published anonymously?** - Yes

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**Question 1** - Manufacturers warranty was conveyed to me, but unsure of my rights

**Question 2** - I have had no trouble with my warranty claims

**Question 3** - I had researched the vehicles online

**Question 4** - The performance of a car is very important to me

**Question 5** - Fairly on the money for both cars

**Question 6** - The parts are easily accessed

**Question 7** - Not sure what you are asking about, service manuals are fairly good

**Question 8** - The VW services are great, but the Jeep services are a rip off. For instance, they do your services 6 monthly or km based, I have no problem with 6 monthly but call them interim services and keep doing the interim services until you reach nominated km's.

**Question 9** - Yes interim services, apparently a lot of manufacturers are over servicing vehicles instead of doing interim services

**Consumer 26-** Michelle  
**Published anonymously?** - No

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**Question 1** - Minimal information was given in fact none

**Question 2** - Dealer principal at alto Holden refused my claim that the gearbox was faulty. Told to go elsewhere. Heartland Holden very difficult to also deal with and refused my claim also until they broken the gearbox when replacing parts. Cars had. Itching but issues since purchase and they refuse to assist me

**Question 3** - Cars performance has been dangerous. Cutting out in front of traffic making a right hand turn. Not selercting gears and turbo lag

**Question 4** - High

**Question 5** - Not really

**Question 6** - Difficult. Again Holden refused to cover my warranty claims and when they did the same issues arose.

**Question 7** - Unsure. Logbook came with car yet dealership failed and refused to stamp last service

**Question 8** - So if cult. Online reviews of my car show that it's almost all consumer who have this car have the same issues

**Question 9** - Lemon laws are required to help consumers.

I'm unable to sell my car because of the back feedback online because it's a terrible car.

**Consumer 27-**  
**Published anonymously?** - Yes

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**Question 1** - No mention of Consumer Rights in the Australian Consumer Law. The 'warranty' that I was issued at point of sale was 3 years with another 2 years if I had my car serviced with them.

**Question 2** - Dreadful. I brought the car back many times, each time it was kept for longer than the time before, the last time they had it for 3 months. I first complained about the major fault - the Fiat 500 Pop would spasmodically fall out of automatic into neutral with no warning rendering it completely undriveable - when the car was 6 months old. They made all sorts of excuses, trying to blame my driving. In the end they had to admit that they didn't know a lot about Fiats in NSW.

After 15 months of bringing the car back whenever it happened (15times to me, the last being almost fatal) Fair Trading stepped in and I was able to trade it in.....I paid \$20,500 for

it and got \$11,500 for it 15 months later) I traded it in on a lesser value car of the same year and mileage and had to pay a change over of \$2,000 for the privilege.

**Question 3** - Not much but I did read up on it before buying

**Question 4** - Very important to me

**Question 5** - Yes, but that lie is across the board and to be expected

**Question 6** - So far so good. I have a fixed price servicing contract of \$230 per service to keep the extended warranty valid

**Question 7** - Paper only in my case

**Question 8** - Don't have any experience here

**Question 9** - If a life threatening fault is present and it can't be fixed then a refund should be given

**Consumer 28-  
Published anonymously?** - Yes

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**Question 1** - None concerning Consumer Law.

Manufacturer's warrant and dealer extended warranty were described in detail as well as the associated costs.

No information given how Consumer Law, fit for purpose etc were given.

**Question 2** - Consumable parts I understand are not items covered by warranty.

However I have had poor experiences with Volkswagen Australia with my previous vehicle booking a service with their dealer (tried on line and by telephone and could not even book a service). The problem is they claim their dealer warranty is voided should you take your vehicle to another dealer or independent service centre. In essence you waste your money up front through paying for a dealer extended warranty which is unconscionable conduct and for relatively small sums of money (compared to legal fees and my time) is simply not worth pursuing.

**Question 3** - None, I do my research up front and consult with car reviews concerning real fuel consumption figures.

I currently own a Subaru WRX 2016 model and this vehicle's claimed figure for fuel consumption are quite accurate compared to European cars I have previously owned.

**Question 4** - Performance is a priority for me, fuel consumption for city driving is second. I don't care about emissions.

**Question 5** - No difference between performance and fuel consumption.

Emissions I don't care about.

**Question 6** - Parts availability no problems. Diagnostic tools for independent servicing agents are a problem which forces you to use the dealer (for instance the most up to date software diagnostics).

**Question 7** - I have nil experience with online logbooks. Paper based logbooks in my experience have been very well documented and recorded which helps with resale value.



**Question 8** - I trust the service agent with this. Independent service agents have always been honest with me. As the vehicle has aged they have access to the proper diagnostic software tools, but not when the vehicle has been new.

**Question 9** - I experienced an issue with my Volkswagen and took it to a local dealer whom I did not purchase it from. This dealer did not want to know about my problem.

I ended up having to call Volkswagen assist (which ended up being the NRMA in NSW anyway) so I found I was paying for a service that was not honoured by Volkswagen as a group. Dealers and importers are not interested in the brand they sell after the sale.

My suggestion to ACCC is to also survey positive feedback so that industry guidelines may be improved for consumers to experience a better purchasing experience.

**Consumer 29-**  
**Published anonymously? - Yes**

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**Question 1** - From Ford in the manual.

Our goods come with guarantees that cannot be excluded under the Australia Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any reasonable foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be acceptable quality and the failure does not amount to a major failure.

**Question 2** - Terrible customer service from Ford. I am on the verge of just giving up.

FORD FOCUS!!!!!!

My 2012 Ford Focus is a LEMON & DEATH TRAP.

3 clutch replacements

1 transmission module replacement

1 starter motor replacement

Millions of 'software updates' also known as a waste of my time.

Car is still faulty, still revs for no reason, still jumps, still hesitates, grinds, loses power etc.

Only have done 60,000kms on my car.

Ford tell me there is nothing wrong with my car and it drives 'normal' but it is SO DANGEROUS!!!! I fear for my life everytime i drive it. I am so shocked no recall has been done and no refunds/replacements have been given.

Ford have no fix for this. What a waste of 25k.

#carelesscompany #fordaregreedy

Ford offered me \$9,000 for my car ONLY if I upgrade to a new Ford Focus 2016 model. They refuse to give me a full refund.

**Question 3** - Performance? Ha ha ha. There is no performance when owning a Ford Focus.

**Question 4** - Fuel Consumption, because I used to drive quite alot of distance to and from work.

**Question 5** - YES!

THE PERFORMANCE. I was told my car would be safe & reliable.

**Question 6** - Air Conditioning Part

Transmission Module Replacement

Starer Motor Replacement

Software UpdateSoftware UpdateSoftware UpdateSoftware UpdateSoftware UpdateSoftware UpdateSoftware UpdateSoftware Update

NO FIX!!!!!!!!!! CAR IS STILL FAULTY AND DANGEROUS!!!!!!!!!!!!!! I WANT A REFUND!!!!!!

**Question 7** - I demanded a print out of all repairs made by my car. If I did not request/demand this. I would not of been given any.

**Question 8** - ?

**Question 9** - ACCC NEED TO LOOK AT GETTING FORD FOCUS' AND FIESTAS OFF THE ROAD AND ISSUING ALL CUSTOMERS WITH A FULL REFUND. SOMEONE IS GOING TO DIE FROM THE PERFORMANCE OF THESE CARS. WE DID NOT ASK FOR A FAULTY CAR. WE DID NOT ASK TO GO BACK AND FORTH BETWEEN THE SERVICE DEPARTMENT FOR A SOFTWARE UPDATES, CLUTCH OR TRANSMISSION REPLACEMENTS TO THEN GET OUR CAR BACK AND THE ISSUE STILL NOT BEING FIXED. WHAT A WASTE OF 25K. I DO NOT WANT TO RE-SELL THIS CAR ON FOR SOMEONE ELSE TO BE DISAPPOINTED, ANGRY, UPSET AND IN DANGER. I ALSO DON'T EVEN KNOW HOW I WOULD SELL THIS CAR EVEN IF I WANT TO WITH EVERYONE KNOWING THE ISSUES MY CAR HAS. NO COMPENSATION, NO REFUND, NO HELP, NOTHING FROM FORD. IT'S JUST DISGUSTING. I AM STILL DRIVING MY CAR AROUND, AND IT LOOSES POWER, RANDOMLY REVS TO 7000RPM, JUMPS, SHAKES, HESITATES. PLEASE FEEL FREE TO COME TEST DRIVE MY CAR, OR ANY FORD FOCUS/FIESTA FOR THAT MATTER.

**Consumer 30-** Sarah Orton

**Published anonymously?** - No

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**Question 1** - When I purchased my new car - 7 speed DSG Volkswagen Golf from Wippells Auto (Toowoomba, Queensland) in June 2013 - I was advised at the time of purchase it had a 3 year manufacturer's warranty.

**Question 2** - After 1 year of ownership and first service (approx. 15,000 km), my dual clutch/DSG gearbox started to fail on gear change, leaving vehicle shuddering when breaking and accelerating. During the next 6 months my vehicle had at least 9 visits to the VW Service Centre (Wippells Auto, Toowoomba) same dealership as purchase. With one warranty repair - the car was with the dealership for 7 days. Each time, I had to take the head mechanic for a drive as they did not believe the car had an issue - each time the car shuddered. Under the manufacturer warranty I had a dual clutch replacement, mechtronic replacement, computer updates etc.

By my final visit to the dealership, after approx 1.5 years of owning the vehicle (late 2013), my car was still shuddering on breaking and acceleration. I took a male friend with me, who

could vouch for the driving issue. However on presentation of the vehicle at the VW dealership, the Service Manager asked me (in front of my friend) what else I expected them to do to my vehicle, that they couldn't do anymore to fix the issue. I never returned to VW for warranty work or servicing after that - very disappointed with my car purchase and VW service. Would never recommend anything with a DSG gearbox - biggest lemon ever & not even VW could repair it!

**Question 3** - No information was given from VW at time of purchase on carbon dioxide or noxious emissions.

I was advised that my vehicle had a 1.4L turbo engine and I would be required to use 95/97 octane petrol for vehicle performance. Not a lot was mentioned around consumption of fuel.

**Question 4** - At the time of purchase I was not advised, however I was under the impression that VW had a good handle on reducing vehicle emissions.

I was advised the VW Golf 90TSI, with a 7 speed DSG had brilliant performance and handling for highway and town driving.

**Question 5** - A difference was definitely noticed in performance from the time of sale, with acceleration and braking issues. Aside from clutch, have also experienced 'loss of power/limp mode' on at least 2 occasions when driving at speeds above 80km/hr on highway.

**Question 6** - Wippells Auto VW Service Centre were not at all helpful after I had experienced multiple issues of the same nature with my vehicle and returned for repairs under warranty. Eventually I was turned away by the service manager as he did not believe there was anything more they could do for my vehicle's DSG issues.

**Question 7** - Not familiar with paper-based nor online logbooks - or whether warranty repairs are even relevant/listed in these logs - as they were not noted in my vehicle's servicing booklet.

VW were not helpful with providing copies of warranty repair logs. However I managed to get a copy from my dual clutch replacement.

**Question 8** - Poor experience with VW Service through Wippells Auto Toowoomba, as mentioned above. Service Manager said there was nothing more that could be done to my rectify my vehicle's shuddering.

**Question 9** - Warranty repairs on vehicles, should be a translucent process - between Servicing/Repair agents and consumers. Consumers should be given peace of mind at time of warranty repair - what part of vehicle has been identified faulty, what has been altered, fitted and that a full investigation has been undertaken (by machine and driving) to ascertain that the presenting issue has been repaired/rectified to the best of the company's ability.

For example - on replacement of the mechatronic unit in my VW Golf - I drove away from the service centre and my vehicle was still shuddering (presenting issue). I called the service centre on my drive home and they informed me that the VW computer would eventually 'adapt' or learn from my driving.

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**Consumer 31-**  
**Published anonymously? - Yes**

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**Question 1** - I was only given information about the dealers warranty verbally and in writing both the manufacturer and extended.

**Question 2** - I have now had two faulty Ford focus cars with offer of repair and no joy in getting a considered or appropriate change over or payout.

**Question 3** - Nil

**Question 4** - Not really important although expected good fuel economy

**Question 5** -

**Question 6** -

**Question 7** -

**Question 8** - I did a lot of research on Google however the current sync issue in the Ford focus has not been made public.

**Question 9** - Considered rebates to consumers for the amount of time sitting in dealerships, free (no excess) car. With now having two faulty New cars something needs to be done

**Consumer 32-**  
**Published anonymously? - Yes**

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**Question 1** - I was given full disclosure on the manufacturers warranty, obligations, extended warranty and other dealer information it not much advice on Australian Consumer and Goods Laws.

I must advise I am aware of the above Laws as I am a practising lawyer.

**Question 2** - The dealership I have dealt with have always been fair and resolved all issues promptly.

**Question 3** - I was given the standard manufacturer's test on performance, fuel consumption and emissions.

I also read a lot of news, reviews, and tests by journalists and third party sources including inquirer reports to magazines.

**Question 4** - It is important when buying a new car if the manufacturer is relying on this information and advertising the same.

**Question 5** - I believe there is a disparity on fuel consumption results by manufacturers and reports compared to realistic every day use.

All car manufacturers do not give a realistic results on fuel consumption in Australian conditions. Never had a car, new or used

**Question 6** - Fair and reasonable.

**Question 7** - Never had an online log book, only physical log books and I keep them secure and all receipts.

**Question 8** - My dealer requested I bring my new car back after a month for a full diagnostic check on the car without charge. That is a good policy.

**Question 9** - Great disparity in pricing reports to dealer costs, they are never clear on full costs including taxes, registration etc. This is also poorly reported in the media and advertising.

The ACCC need to look into the reports of manufacturers Hush Hush agreements on faults and repairs with customers in relation to faulty goods

**Consumer 33 -  
Published anonymously? - Yes**

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**Question 1** -

**Question 2** -

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** -

**Question 7** -

**Question 8** -

**Question 9** - Dealerships make their money from after sales servicing. I have a luxury vehicle which went into limp mode on two occasions( a week apart) under exactly the same (rural) driving conditions some 12,000 km ago. The dealer wanted some \$8000 to investigate and repair the problem.( I have retained the quote) I refused for this to take place. The vehicle obviously had a sensor problem which has not re occurrence since. If there was a known engine problem as stated, shouldn't there have been a recall?

**Consumer 34 -  
Published anonymously? - Yes**

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**Question 1** - New 2011 Ssangyong Korando purchased 26 Apr 2012

Fuel consumption error - see question 6

Parts- see question 7

**Question 2** - Do real issues.

**Question 3** - Claimed 7.7 Urban, 5.2 Extra Urban, 6.1 Combined. We don't do much urban driving but Extra Urban is over 7.2. This is consistent with other owners we have talked to. Also we have had 2 Toyotas over the last few years, obtaining fuel consumption very close to the claimed numbers so our driving can't be too much of an issue.

**Question 4** - It was a big factor in choosing it.

**Question 5** - Yes see above

**Question 6** - Quite slow on parts, to took 6 weeks and 3 attempts to buy a genuine nudge bar from the dealer. The a front bumper and grill took 10 weeks to obtain after a roo strike.

**Question 7** - No issues to date

**Question 8** - So far we have only used the dealer without any problems.

**Question 9** - No

**Consumer 35-** Anthony Barford  
**Published anonymously?** - No

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**Question 1** - Manufacturers warranty and related material provided by my lease provider, additional roadside and insurances re. potential breakdown and leasing matters.

**Question 2** - Extraordinarily difficult, though over a nine month period, a repair was effected under warranty and under 'goodwill' by VW/Skoda Australia.

**Question 3** - Full disclosure in brochures, road tests, online publications etc. I undertook significant research into the car before choosing this one (Skoda Fabia vRS Combi), on the basis of carrying space and fuel mileage (est. 6.1l/100)

Following the engine repair, my fuel mileage remains at an average 7.3l/100, and has been as high as 11l/100.

**Question 4** - very important - critical actually

**Question 5** - not until the engine was repaired - 9 months ago - it has averaged 7.3l/100 and 7.7l/100 for Jan-Jul 2016. This is 19.7% higher than expected.

**Question 6** - I suffered an engine failure 2.5 years into my lease on 30 October 2015, and received the car back with replacement pistons etc on Jan 24 2016. (This was apparently a known and common failure). The car was returned a number of times between then and August 2016, requiring replacement injectors, coil packs, and other parts.

Skoda Australia, while eventually authorising the repairs, made every effort to refuse their obligations through this process, eventually agreeing the last repair as a 'goodwill measure' given the car was finally out of warranty.

The fact that the issue occurred during warranty, and took so long to address that the warranty ran out seems to have been lost on this lot. At this stage, the car has returned the same failure warning 9 times since the engine was 'repaired'.

If Skoda had agreed that the failure was known and/or expected, and had replaced the engine or car quickly under warranty, I would have been very happy with the outcome. As it is, I am not able to fully trust the reliability of the car in general use, which for me includes substantial long distance and interstate travel.

**Question 7** - I have not been able to access repair worksheets, analysis of damaged or repaired parts or labour. Skoda claim that as the repairs were made under warranty, I have no right of access.

My dealer did, after 3 months of constant pressure by me, and notification of my raising a case with the ACCC, provide copies of the original repair worksheets with parts values, costs and fees excised/blacked out.

**Question 8** - I purchased (by lease) a new car primarily so I would not suffer this kind of mess. Unfortunately, the Skoda has proved to be the most unreliable car I have ever owned.

Skoda also provided hire cars (despite my request not to) for the 3.5 months my car

**Question 9** - Consumers need options for resolution when new cars turn out as 'lemons', and consumer laws need to provide consumer protection in the case of a major failure (such as an engine). As it stands, I am not entitled to an acceptable remedy because, while major, and significantly disruptive, the failure of the engine and related componentry appears not to be considered fatal for the car.

I can tell you that as far as I am concerned, when the car is off the road for months, and is effectively a very expensive statue because it cannot be used, it is fatal for the car and completely unacceptable that I should be left out of pocket and without the utility of the car for that period.

When I worked in a specialist retail industry (optics), if the product failed, we were obliged to replace it. If the customer was injured, or significantly disadvantaged by the spectacles failure, or by manufacture to incorrect specifications, the firm was subject to (successful) litigation. Because the value of the failure on my Skoda is so high, and as a component of the total value of the car, I am not able to access litigation or legal assistance for a reasonable cost.

I was quoted a minimum \$20,000 to have a preliminary hearing, partly because VW/Skoda refused disclosure of repair bulletins etc. - The care is only worth that amount today so my effectively my right or remedy is refused as unaffordable.

I should be able to go to a consumer tribunal seeking remedy for a reasonable fee, and VW/Skoda Australia should be required to provide evidential documentation, even it that incriminates itself. VW/Skoda have been unconscionable in their actions relating to my failure and repairs to date.

**Consumer 36- Mina**  
**Published anonymously? - No**

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**Question 1** - Nothing at all. All the information I know comes through research and reading motoring journals.

**Question 2** - I purchased a brand new Hyundai in 2014 and after 5 days from receiving the vehicle , I noticed there was something wrong with the engine . Did not start smoothly ( choked ) and would produce an offensive smell and at times would fail to turn on . I took it back to the dealership on multiple occasions and everything they claim they fixed it and they hadn't . After a year and a couple of months with this ongoing problem the final straw was drawn when my parents were stuck on the freeway about an hour away from home when the car lost power and would not drive smoothly . I called the dealership and demanded a refund as this has been going on too long and they didn't seem to care and I felt like I was being palmed off everytime I took the car in to get it resolved and they have been wasting my time constantly going back to the dealership . The treatment I had received from the manager of the dealership was unprofessional and inappropriate to be kind . I therefore called Hyundai Australia for a refund and they followed through the request after a couple of weeks. This was not the only issue with the car we were having .

**Question 3** - Just the official rating sticker on the windscreen . Ironically I was never able to achieve the official figure , despite owning another car ( Honda ) that can easily reach its official figure . What's mlre I found it very interesting that when Hyundai facelifted the updated of my car ( series 3) the fuel consumption had gone up despite a power decrease .

**Question 4** - Very . To be honest I don't really look at ommison but I assume the better the fuel rating the better the ommison . After my experience with the Hyundai coupled with issues such as the Vw scandal it's hard to trust those figures

**Question 5** - I can't caluclafe performance ( apart from the random lack of power that I mention earlier ) but the trio computer as well as doing my own calculations via checking how much fuel in vs how many kms I can get on a fuel tank . I was not able to achieve the

**Question 6** - It's hard to trust dealerships and they will say you need things like new brakes and then come out with a model of brake pads to convince you yours are worn out dislike you not having noticed a decrease in their performance . Still you accept the repair because you do not know better and are not trained or a mechanic yourself and dont own a hoist to life up the car and check yourself even if you did

**Question 7** - No complaints here

**Question 8** - I wish they would tell consumers about the "silent" recalls and fixes and I felt my car had issues that were attempted to be fixed via these methods and I would have more peace of mind if they were just more open and honest about the problem

**Question 9** - When purchasing a new car some dealers will make you sign the deal papers under the condition of pending car finance . Yet when you do not get the approval they claim that you have already signed and must buy it , I think this is unacceptable because they act like your friend and you trust their word , and then once you have signed you have no physical evidence to say that was the condition and they seem to have completely forgotten any Interaction that had preceeded regarding the issue . So maybe the SHOUKD be new red that a car Canot be sold until finance has been approved .

**Consumer 37-**  
**Published anonymously? - Yes**

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**Question 1** - Nothing verbally. Material was supplied within the vehicle handbood and extended warranty (costing money) was suggested. No information given on how these interact.

**Question 2** - Not happy. i have a wind occuring at a certain speed so i took the vehicle back to the dealer. I was told that nothing was wrong. I then phoned later asking for the issues to be esculated to the NSW manager. I was given a lecture on how I knew nothing about the type of car i had purchased and that nothing was wrong with my vehicle. I was told (February) that the issue would be esculated and that it would take about 2 months before the State manager would be involved. Its now October and nothing has happened.

**Question 3** - I researched the vehicle on the Internet; both, manufactures and independant reports. When i was purchasing the vehile, fuel consumption, emissions and performance were not discussed.

**Question 4** - Important as i plan to keep the vehicle long term (i kept my last vehicle for 9 years). I received all my information via independant sources.

**Question 5** - Fuel consumption is close to what the manufacturer claims. Emissions levels are impossible to guage and you rely on the manufacturer to let you know.

**Question 6** - The vehicle is 13 months old. resources are easily located.

**Question 7** - Paper-based logbook was provided with the vehicle. Online - inknown.



**Question 8** - Very difficult to locate "issues" with vehicles. You can check the forums to locate issues with a model of vehicle, but in reality its hard to know what common problems occur with specific vehicles.

**Question 9** - Warranty claims. It seems that you can be treated like a fool when you want something fixed. It would be good to be able to locate common problems with specific vehicles and the frequency of those problems.

**Consumer 38-**  
**Published anonymously? - Yes**

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**Question 1** - I would like to offer my view not as a consmer but ex industry, i sold cars for 10 years for various brands in Victoria-(Ballarat) while i am 100% a car guy, unfortunatley i am not a 'car industry guy' Please note i have not sold cars for over 5 years so things may have changed, i highly doubt it though. In my experience, anything to do woth law or consumer rights was given on the back of the contract, if the customer chose to read-99% did not-then that was it. Extended warranty's, just an excuse to get the customer back for business-i would estimate the service depatment of any dealership would be majority of the income for the business. Usually warranty and service expectations were explained at handover.

**Question 2** - In my 10 years of selling i never heard of anyone getting a new car under warranty, never heard it explained, never thought it was possible. I will say most new car problems were always dealt with quite well and quickly in my experience.

**Question 3** - These figures were-probably still are-taken directly from the sticker on the window. I wouldnt think many vehicles actually get close to these figures-i always explained to my customers not to tak emuch notice as they arent tested in real world conditions.Yes i did get in trouble on a few occasion for this.

**Question 4** - Most people find this very important, usually first thing they ask

**Question 5** - As mentioned, there will almost always be a difference

**Question 6** - Never had anyone ask for tools, parts and servicing always very accessable

**Question 7** - Service books were always provided at handover. Used cars, if the car had them well and good. If it didt, was sold without.

**Question 8** - Service departments usually have any information on file

**Question 9** - Aftermarket products-paint protection etc etc are all complete rubbish and should not be allowed to be sold. Ive seen how it is applied, it does not last any longer than a normal car polish, scratch & dent protection-never seen a scratch or dent repaired, the scratch/dent didnt make required size or it was deemed to big etc etc. it is just ripping off the uneducated. Advertising!! the adverts you see/hear for new cars 'on sale' for 20990 drive away.....well they have been that price for years, i guess i know because i take notice! the supposed give aways with sales-bike bbq's store gift card etc etc.....are just included in the price of the car, once again, i used the 'deletion' of giveaways many times to make the bottom line cheaper. The public see the outside of a dealership but the culture of the car yard is a disgrace. Stuff behind the scenes, dmerged new cars from transport, repaired before delivery, hiding scratches. One might say this is just sour grapes from a disgruntelled ex sales person and to a point it is. I wouldnt call myself overly successful at the job, i made a wage that was enough, i could not be that pushy deceptive person that would do anything for a sale, they do exist-unfortunately. I now have what i call a 'Normal' job and so glad i got out when i could. The whole industry stinks.

**Consumer 39-**  
**Published anonymously? - Yes**

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**Question 1** - Only in the Contract.

**Question 2** - Not applicable.

**Question 3** - Fuel consumption is higher than officially stated. I get 3-3.5 litres more for surban/city use.

**Question 4** - Somewhat important especially when considering different manufacturers. This can be misleading the consumer.

**Question 5** - Yes. The dealer did quote official, but actual is well outside the official value by 3-3.5l on average.

**Question 6** - Suv is 3 months old so not much experience. Just bought coolant from the Kia store.

**Question 7** - Too early to tell.

**Question 8** - No information. Very brief through online consumer surveys such as choice and Jdpa.

**Question 9** - Dealers shady and deceptive ways in selling cars. More freedom to purchase online gives one variety and makes it competitive and transparent.

**Consumer 40-**  
**Published anonymously? - Yes**

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**Question 1** - Only verbally and that it exists and nothing else.

**Question 2** - Appalling,

'we'll fix it next service'

'we couldn't find anything wrong'

'that's a characteristic of the vehicle'

**Question 3** - nothing except the sticker on the windshield

**Question 4** - Very important, it was a target to improve upon the last vehicle owned in fuel economy whilst keeping to similar or better performance.

**Question 5** - yes, it's hard to achieve the figures given unless you were on the HWY.

**Question 6** - If you need anything more than filters/fluids/oils/wiperblades then they're Order-In only.

**Question 7** - Non-existent

**Question 8** - Pay exorbitant prices to even check for updates and if nothing to bad no refund.

'We don't have access to that....so no'

'We are unaware of any issues or updates' and it ends there. No help at all.

**Question 9** - Goods not as described, being fobbed off under 'It'll be added/changed/fixed during your first service' only to never be done.

The 'We couldn't find anything wrong' spiel that seems to end any help given should not be an acceptable answer when an owner has logged under what conditions and driving situations with multiple occurrences.

Warranty starts when it's bought not if the dealership has done some dodgy doing and started it off early.

Warranties should cover the whole vehicle, not 3yrs Electrical entertainment, 5yrs body ect...

Time periods to fix things must be shorter, unless parts are the hold up, and whilst on that, they must stock more than they currently do. Waiting for months on a busted door handle shouldn't happen.

Actual Listed Prices for Services on their website and not 'starting from'.

Optional extras are exactly that -Optional, not Opt-in extras. If they've done it without a customers knowledge and they've charged for it, the customer shouldn't have to pay it.

One courtesy car that services a city population should not be allowed to be advertised as free courtesy vehicle.

**Consumer 42- Surya sammidi**  
**Published anonymously? - No**

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**Question 1** - Car dealer and car showroom giving misleading information about fuel economy. I recently bought Mazda cx3 from Mazda Ringwood, fuel consumption dashboard sticker showing 100km/5.5 litres on semi urbane roads. I did not get same fuel economy. I taken Mazda local dealer to examine. Mazda head office saying " fuel consumption varyies type of drive and road and weather conditions. They saying lab test are different to practical everyday drive.i am totally disappointed with Mazda. As a consumer, I am requesting ACCC Officials to look in this type of matters. Thank you

**Question 2** -

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** -

**Question 7** -

**Question 8** -

**Question 9** -

**Consumer 43- Lewis Sammut**  
**Published anonymously? - No**

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**Question 1** - None was given regarding my consumer guarantee rights.

**Question 2** - I have had, and still have, issues with unwanted panel creases and a panel repair after being dented prior to me receiving the car. After a number of conversations with the dealership and Ford CRC, they established the panel creases were a manufacturing fault and there is little they can do about it because some other cars of this type have the fault as well. As for the repair I am getting the runaround and nothing has been sorted out.

**Question 3** - None at all from the dealership. It is something I researched prior to me purchasing the car.

**Question 4** - Very important.

**Question 5** - Yes there is. I fall into the ideal driving conditions scenario that generally puts me within what the manufacturers state on their brochures. Most other cars I drove were living proof of that and I was getting what was stated. But my current car's, a For

**Question 6** - No need to access parts as they are part of the service.

**Question 7** - Not sure.

**Question 8** - After a service I generally receive a slip of paper highlighting what the dealership did.

**Question 9** - Cars with known defects or issue from manufacturers that are not revealed to customers prior to them receiving the car. It seems like customers are treated like guinea pigs. They release cars to the public with defects and have the poor consumer deal with it alongside the dealership with endless trips to have it rectified.

**Consumer 44-**  
**Published anonymously? - Yes**

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**Question 1** - Little information was given in relation to ACL and consumer guarantee rights. The manufacturers warranty was briefly explained. no dealers' or other extended warranty applied in my case.No information was provided as to how they interacted.

**Question 2** - I have had all good experiences with regard to repairs including manufacturers warranty repairs. I have not had any reason to request a refund or replacement for a new car.

**Question 3** - No information was provided in relation to emissions or performance. however suggested fuel consumption was raised and briefly discussed.

**Question 4** - fuel consumption is an important consideration when choosing a new car as it impacts overall running costs.

**Question 5** - I really dont know how to tell the difference about the actual emissions and performance compared to what is advertised. Fuel consumption tends to always be more than stated on new cars. I feel that this is deceptive.

**Question 6** - Ive never had any problems with regard to repairing or servicing a new car.

**Question 7** - Ive never had to access online logbooks etc or paperbased ones. My repairer is an authorised dealer and therefore has all the necessary information with which to repair my car satisfactorily.

**Question 8** - no issues experienced

**Question 9** - general transparency in advertising its service products and other options/variations available to consumers. They all claim to be transparent however I feel that this could be improved upon.

**Consumer 45-**  
**Published anonymously?** - Yes

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**Question 1** - None

**Question 2** - For warranty repairs for Ford I was advised that the warranty claims person had to agree that the item was covered under warranty and then Ford would also have to agree. In two cases I was told that it is fair wear and tear. I was also advised Ford are very strict on all warranty claims and worse than many other car companies.

1 In the hot weather the LCD screen in the dash goes blank until it cools down. As the service technician could not see it they would not fix it. As the issue arose at the end of summer I was able to demonstrate it before the end of warranty at the start of the next summer.

2. The seat developed large bulges at the top at the side of each front seat. This seemed to be at the top of the side airbag. Ford claimed this was fair wear and tear.

As there is no agreed definition of fair wear and tear as a consumer you are at a disadvantage.

**Question 3** -

**Question 4** - Not important.

**Question 5** -

**Question 6** - Ford do not release service manuals except to their dealer network.

**Question 7** -

**Question 8** -

**Question 9** -

**Consumer 46-** John Rae  
**Published anonymously?** - No

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**Question 1** - was given a comprehensive briefing and paperwork re the warranty and the dealers extended warranty

**Question 2** - excellent

**Question 3** - sticker on vehicle plus information in car kit

**Question 4** - very important

**Question 5** - only slightly which I suspect was my driving

**Question 6** - usually difficult to access from other than the dealer.

**Question 7** - use dealer for car servicing therefore all information is available.

**Question 8** - all supplied by dealer and as I have my car serviced by the dealer no issues

**Question 9** - yes - Australia should have the "lemon law" that exists in America.

**Consumer 47-  
Published anonymously? - Yes**

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**Question 1** – Consumer guarantee rights in Australia Consumer Law: NOTHING

Manufacturer's warranty of new car: as outline in the manufacturer's new car handbook

Information about how these interact: NOTHING

**Question 2** - My new car was having performance issue known as "Brake Squeaks Noise On Stopping" right from the beginning when the new car (Toyota Aurion ATx) had just done around 730km.

The issue was disputed and denied by the Toyota selling dealer (their technicians and service manager) as an issue. They claimed that the new car was performing as expected for the particular Toyota model.

I then submitted a written complaint to Toyota Australia through their "CustomerExperience" webpage. After a period of time, Toyota Australia replied and stating that their dealer's technicians are their best experts and simply referring me back to the selling dealer. This effectively, stating that there is nothing wrong with the new car, and nothing can be done about it.

Attached please find, for your reference, 4x documents outlining the history of email exchanges between myself, the Toyota Dealer and Toyota Australia.

The tactics of both the Toyota selling dealer and Toyota Australia is simply "DENIAL" and referring the issue back between their own parties.

The performance issue of "Brake Squeaks Noise On Stopping" is still currently existing after almost 3years. I could have taken the car to an independent car performance inspector (at my own expense) for a professional opinion. I didn't do that because of firstly, time constraint on my part, and more importantly, the issue had been acknowledged by the selling dealer as "RECOGNISED" but declared as "NORMAL" for the particular car model".

I will be happy to present my car now for an independent assessment whether that should be considered as "NORMAL"; and also provide further updates if ACCC is interested to take this as a test case for further consideration.

**Question 3** - Nothing directly. It was just a matter of referring to the new car manual and sales brochures.

**Question 4** – Very important.

**Question 5** – YES.

**Question 6** – Please see Item#5 above. And the attached 4 x documents.

**Question 7** – No comments

**Question 8** - Please see Item#5 above. And the attached 4 x documents.

**Question 9** – WARRANTY CLAIM DISPUTE RESOLUTION – needed an independent professional party.

**Consumer 48- Brett Clarke**  
**Published anonymously? - No**

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**Question 1** - I was told my car came with a manufacturers extended warranty. I can't recall being told anything about my consumer guarantee rights. I am pretty sure I was told that I would need to get my car serviced at an authorised dealer for the warranty to remain valid.

**Question 2** - Not that positive. I recently have required some defects to be fixed with my car. The defects became apparent outside the standard 3 year warranty period, but within the extended warranty period. I was surprised to find that my extended warranty had not been entered into 'the system'. I then had to spend couple of weeks chasing up the original dealer where I purchased the vehicle to get them to verify my extended warranty, despite having several documents to support the warranty.

The repairs were eventually conducted under warranty. Unfortunately these repairs did not rectify the problem. Upon taking my car back to the dealer again, I was surprised to be told, yet again, that my car was no longer under warranty. My warranty details had not been entered into 'the system'.

Despite these hassles, the dealer has conducted all repairs, so far, without charge.

**Question 3** - I can't recall what I may have been told. The main information about this would have been on the windscreen sticker.

**Question 4** - Fuel consumption was fairly important factor.

**Question 5** - Not substantially. I am pleased with the fuel economy of the car. I obviously have no way to measure the truth or otherwise of the emissions.

**Question 6** - My main issue with servicing the car through the dealer network is the exorbitant costs of spare parts and the overall cost of a 'standard' service.

My last 2 service costs have been around \$800. This just for a standard scheduled service.

Some of the charges for items is ridiculous and extortionate.

For example \$180 for a set of 4 spark plugs. The most expensive spark plug I can find is \$28 (i.e. \$112 for a set of 4). I would assume a dealer could get a wholesale rate for these items, so their mark up is far more than 50%.

Other charges include \$7 for 1 (yes 1!!) screw.

I imagine many other items are similarly marked up, but I am unable to make any direct comparison because I do not know the brand or standard of the items they using on my car.

**Question 7** -

**Question 8** - It would be useful for dealers/service centres to reveal the brand and type of the parts they use when servicing vehicles. This would allow consumers to be able to check if the price charged by the dealer is a fair and reasonable price. They already charge

**Question 9** -

**Consumer 49-** Adrian MacMillan  
**Published anonymously?** - No

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**Question 1** - Nothing was provided wrt ACL. Only vehicle warranty information provided by the manufacturer describing the duration of coverage.

**Question 2** - The vehicle had a couple of major safety issues. Although Mazda were willing to repair these it was difficult to get engagement and agreement on replacing the vehicle. It was only through researching the law, providing a detailed log of the issues, and the safety implications was I finally able to get some traction.

**Question 3** - I had intensively researched and compared vehicles in order to select the final vehicle (Mazda 3).

**Question 4** - It was an important parameter but not the sole selection criteria.

**Question 5** - The actual fuel consumption isn't really close to what has been suggested unless I am on a freeway. The difference is slightly annoying but recognise this is difficult to estimate as subject to different roads and conditions. It was not the basis for the

**Question 6** - The vehicle required a number of major repairs (replace the complete transmission and replace the accelerator pedal sensor) as the vehicle couldn't not be safely driven following the failures. This was within 10 months of vehicle ownership. Mazda repaired the vehicle each time but ended up being off the road for 6+ weeks in total.

**Question 7** - I haven't really tried the online logbooks. The paper copy is in the vehicle, however, typically the repairers don't update these logbooks.

**Question 8** - Only reply on Google searches but wasn't too successful with finding out whether the issues are common issues and what the remediation is.

**Question 9** - I did call the Consumer Commission a number of times to get advice. This was helpful although difficult to get much guidance. If I engaged a lawyer it was going to be expensive. My success with getting the vehicle replaced has surprised car dealers, family and friends. It was largely through my determination, good record keeping, using the ACL formal written templates as a guide and being an engineer (driving the safety theme) that I was able to succeed.

**Consumer 50-**  
**Published anonymously?** - Yes

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**Question 1** - Minimal verbal explanation of the type of credit agreement I was signing. Misrepresented interest rate and no explanation that the agreement was exempt of NCCP Act. The agreement used a calculation method banned by overseas countries and doubled my interest payable. When I made a complaint the car finance company/dealership said my only recourse was to buy a new car.

**Question 2** - I bought a service package and they still tried to charge me.



**Question 3** - Plenty of information on technical detail but not dumbed down to a consumer understanding.

**Question 4** - Not a high priority

**Question 5** - Safety rating was more important

**Question 6** - Reasonable service under service package but other spare parts were extortionate. \$600 for a small trim with no functional benefit that fell off my car that was less than 2 years old.

**Question 7** - No experience

**Question 8** -

**Question 9** - Financing industry is gaping hole in consumer protection.

**Consumer 51**- John Donnelly  
**Published anonymously?** - No

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**Question 1** -

**Question 2** - The vendor had no respect for my rights under the ACL and made every effort to evade any obligations under the guarantee including acting deceptively, blaming third parties for failures, blatant lying and theft of my property in an effort to undermine my claim under the ACL.

**Question 3** - What was on the windscreen

**Question 4** - Not important

**Question 5** - fuel consumption was higher. I expected this.

**Question 6** - They lied about the true nature of the parts they would be using for the repairs. They used refurbished used parts and said they were new. They did not supply the notice required under the applicable act stating second hand parts were to be used in the repair.

Regulation 91 Requirement for notice relating to repair of goods

91(1) subsection 103 (1) (b)(i)

They charged me for the cost of new parts.

It appears they took my old engine for remanufacture after conceding that the damage done as a result of the failure would make it unsuitable for repair.

**Question 7** - No relevant experience

**Question 8** - limited to internet forums and material published on open source locations.

**Question 9** - I don't think it is satisfactory that a consumer has to seek their own legal remedy to have their rights under the ACL enforced. Most consumers cannot afford it and the dealer know this and will bully them in to submission. The law is too vague and open to interpretation with wording like "fit for purpose" and "Reasonably durable". This allows scope for unscrupulous dealers to avoid repairing faulty goods without resorting to legal action.

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**Consumer 52-  
Published anonymously? - Yes**

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**Question 1** - A document complete with Legalese

**Question 2** - N/A

**Question 3** - The data presented was biased because it did not represent real world driving conditions:

Comparisons on this basis are unhelpful because the testing conditions are not the same (Held constant) for all vehicles even if of the same type.

For example: Fuel consumption is based on an arithmetic average of highway and urban. Rather it should be weighted in favour of where most driving is undertaken. In my case 90% Urban and 10% Highway

**Question 4** - I rate them 8 on a scale of 1-10

**Question 5** - Yes; on both consumption and performance. But There is no capacity to evaluate emissions

**Question 6** - 1) The pressure and reasons provided to only buy genuine parts is incorrect (In suggesting lower functionality or failure) and the controlling of price , no matter where the part was manufactured led me to just leave the car operate without it.

2) The replacement at every service call on a standard list of items whether necessary or not.. For example; wiper blades, and small engine components.

I would prefer a comprehensive list up front, of the components which fall into the category of ongoing replacement and cost, so I can make an informed choice when selecting a brand and model. If a manufacturer is forced to reveal this as a measure of quality and reliability of their product it will in the end improve competitiveness and transparency

**Question 7** - No issue

**Question 8** - No Issue to comment upon

**Question 9** - In the so called free market environment, I see little evidence of price competitiveness. Either in the retail price of an imported motor vehicle or its' spare parts.

In Australia, we pay (by research comparison on a like like for like basis (LCT, taxes, shipping etc) A huge premium on motor vehicles. A bit like an Australia tax. In my case approx. \$30,000 more on a 5 series BMW.

Options; If I bought a car without some of the options it would not really be the car as they advertised. It is akin to buying a full car spare part by spare part. And the cost of selecting just a few of these can add 50% to the cost of the car.

Plus dealers also whack on a "dealer delivery charge" in the thousands of dollars. "Bunning's" do not require me to pay such a nebulous cost for the privilege of having the item I want available at their shop to inspect and buy. Even if I order in a colour, size or style of wheelbarrow they happen not to have in stock. All I have to do is wait. No big deal.

Plus drive away no more to pay marketing to entice you in. Please I just want to know what the price is. These are all designed to hide the actual cost; and fatten the margin the dealer had slimmed down to entice you in in the first place. All in the hope you will not walk away after having gone to the trouble of travelling there.

Why can't I simply order the car I want directly from overseas or import my own if I so choose. If I could, then perhaps the monopoly behaviour of dealers will cease. And for those who continue to use the dealer option they may receive better value than they do now. I may even replace my car more often.

**Consumer 53-**  
**Published anonymously? - Yes**

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**Question 1** - When I bought my wife's Mazda 6 from Ringwood Mazda recently, just before they gave me the keys the salesman asked me if I wanted to meet the Service Manager. I said I won't need to as I know the owner of Croydon UltraTune and he'll be servicing it. The salesman quickly said "That will likely void your warranty remember..." I know my rights and asked for that in writing which he wouldn't do. I'm safe from their overpricing, but many other buyers are unwittingly getting tricked or at the very least not knowing they have a real option.

If the dealers want to offer service at similar prices to the others, then great, but we all know that is where they make their money by overcharging for parts...

**Question 2** -

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** - I used to work for a car importer, in parts, over 10 years ago, we'd have parts that we classified as 'captive', meaning they were hard to source from the aftermarket, margins on these parts for sometimes 300% more than other parts. A computer module costing \$400, could be priced in the multiples \$1000's! The parts can be sourced by the aftermarket, but the dealers refuse to give the workshops access to their systems! Where is the free market??

Enough is Enough! Now is the time for Government to take action, don't be soft and hope the industry will self regulate, grow a back-bone and do something for consumers, legislate!

**Question 7** -

**Question 8** - It's simply not available. My friend runs a workshop, he used to get information from another friend in a dealership, but the Dealer Principal stopped it as he was told by the car importer that if he didn't, he'd lose the dealership. This is consistent

**Question 9** -

**Consumer 54-**  
**Published anonymously? - Yes**

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**Question 1** - None about Australian Consumer Law, basic details of the Holden manufacturer's warranty, lots of details about the dealer's extended warranty (which had lots of exclusions). The dealer did not tell us about the manufacturer's extended warranty which we later found out did not have any exclusions and was about the same price as the dealer's extended warranty with all its exclusions.

**Question 2** - Woeful. We purchased our car as a demonstrator model with 3,050 klm. At approximately 20,000klms and less than two years old (since first registered) the vehicle broke down on 18 June 2015 due to coolant loss and associated overheating. From then to 24 December 2015 the car was returned to the dealership numerous times. In total it was in the dealership workshop for 64 days, however it was returned to us faulty numerous times over this period. We had to make 16 trips to the dealer during the period, picking the car up and then later returning it as the coolant loss continued and a misfiring issue arose when they returned it to us on 30 October 2015 (after a total of 14 days in the workshop unsuccessfully trying to fix the coolant loss issue). As we continued to return the vehicle its misfiring, and at times suction and/or turbo blow off noises, continued along with an engine knocking noise (thought to be unburnt fuel) at times. These were all going on at times from day 14 in the workshop.

Throughout the period from day 24 (when I contacted Holden directly) to day 64 I repeatedly made demands on Holden to replace the vehicle or refund its purchase price, however they flatly refused until they know what the problem with it was. At one point my Holden contact advised once the vehicle was working they would be consider a replacement vehicle as they would be able to return our vehicle in working order

At one point Holden were not returning my calls then my Holden case manager (Caryn) later admitted she had been instructed not to call me back in the hope they vehicle could be fixed in the interim.

I have very detailed notes of all interactions with Holden and the dealer should you require them.

I should point out that the dealer (Zupps Holden Mt Gravatt) at least cleaned our car on one occasion when returning it, and on two occasions filled the fuel tank (as they were driving it so much during testing). They also provided a loan car (similar to our own) for the vast majority of the time our car was in their service centre.

**Question 3** - Just the sticker that appears on cars windscreens.

**Question 4** - Fuel consumption was most important, the others less so (as emissions to a large extent are surely proportionate to fuel consumption).

**Question 5** - Yes. The published figures are consistently below real word fuel consumption. I understand this is pretty standard across all makes and models.

**Question 6** - I was told all the significant parts for our Holden had to come from Melbourne. On two occasions we were given the car back and told to return it in a weeks time once they arrived by road. As the issues were ongoing I understand they then started using air freight to reduce the ongoing delays.

My previous car was a Mitsubishi that I owned for 20 years and there was not one part required during that period that was not available to the dealer same day.

**Question 7** - Holden has not provided me with any online access to any records for my car.

**Question 8** - I have been looking for a full workshop manual on the internet for our Holden (Captive CG 2013 diesel). I cannot locate a Holden or any other brand of workshop manual available for purchase.

**Question 9** - Lemon laws - I understand that how most of these are worded overseas, in my circumstances Holden would have been obligated to replace my car long before the 64 days it spent in the workshop (after which the coolant loss still continued and was not resolved until a further visit to the dealer on or around 15 January 2016 when a part that I had pointed out in late November 2015 was finally replaced).

**Consumer 55- David Marrone**  
**Published anonymously? - No**

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**Question 1 -**

**Question 2 -**

**Question 3 -**

**Question 4 -**

**Question 5 -**

**Question 6 -**

**Question 7 -**

**Question 8 -**

**Question 9 -** What about all the big issue of the Best 4WD of the year that is NOT classed as an off-roader. Ford Everest was advertised, marketed and sold to us as Best 4WD of the year for 2015, now we found out that it is classed as Passenger car (MA) instead of Off-Road passenger vehicle (MC).

It is not a off-road (this was NOT disclosed to us, quite the opposite!) however the brochure advertising the vehicle explicitly suggests "why go around a river when you can drive through it? The Everest is built to cross deeper waters than any SUV in its class, with high ground clearance to let you muscle through nearly any terrain". "Tackle any terrain... From winding city roads to rugged dirty tracks, the Everest makes every drive incredible. Mud, Grass or Snow, Rocks... Conquer extreme off-road terrain"

I do believe this is misleading and false advertising since NOT a off-road vehicle. The issues that follow and loss of value of the vehicle are enormous. We are talking about a vehicle that cost as much as a deposit for a house!

**Consumer 56- Ben Judd**  
**Published anonymously? - No**

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**Question 1 -**

**Question 2 -**

**Question 3 -**

**Question 4 -**

**Question 5 -**

**Question 6 -**

**Question 7 -**

**Question 8 -**

**Question 9 -** The marketing of the Everest by Ford Australia as a 4x4 when in fact the vehicles ADR is as a passenger vehicle. Unfortunately this creates a very grey area with my

comprehensive insurance provider regarding the classification of the vehicle which ultimately means I am unable to use the vehicle for its marketed purpose due to the inherent risk of having any potential insurance claim refused.

**Consumer 57-**  
**Published anonymously? - Yes**

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**Question 1** - I wasn't given any information about either of these. Apart from what I found in the service book.

**Question 2** - Currently dealing with Holden over my Colorado which I brought brand new, I have taken it back to the dealer a number of times, had a front diff replaced which now it bangs and clanks. The car doesn't tow to the Holdens manufacturing details which means when towing you have to ride the clutch, told by the dealer that they won't do anything about it and then told me "it is what it is". Holden have refused to do anything even after sending them a letter with my consumer rights in it. To a extent of me taking a boat in attached to my car so they could try it for themselves but the dealer refused to try it. Now running out of options.

**Question 3** - Relating to performance was told the vehicle was able to tow 3.5t which it can't.

**Question 4** - In regards to performance, the towing capacity was the most significant factor in my purchase as I needed it to be able to tow my jayco caravan and boat.

**Question 5** - yes there was as it has recently come to my attention (by the service manager) that if I wanted to tow I should've purchased an automatic.

**Question 6** - servicing has been difficult as issues reported as early as 15,000kms were overlooked (and I was told there was nothing wrong) have only been repaired at 60,000kms (front differential).

Aside from the fact that this was reported within the first 12 months of the car being new, according to the service schedule, the oil levels in both the front and rear are supposed to be checked at each service. From reporting the initial fault, I have had 4 services completed on the vehicle as well as taking it back on an additional 5-6 occasions for warranty works, relating to the clutch, diff and towing capacity.

**Question 7** - My paper-based log book is always located in the glove box of my vehicle. It details the service requirement. The last two services (45 & 60 k) the service receipts have not been completed in the book. I do however have the Peter Kittle Service receipts detailing the specified tasks completed.

**Question 8** - The only issue I have is unless the warranty repairs were carried out at the time of a service, I have no records of the inspections on any of the 5-6 times that the vehicle went back for performance issues as no print out was provided.

**Question 9** -

**Consumer 58-**  
**Published anonymously? - Yes**

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**Question 1** - Minimum info

**Question 2** - My experience with Ford has been very poor as I believe I wasn't given all the information on the Ford Everest I bought . Told it was a 4x4 off road vehicle to find out 7 months later it's classification is a passenger vehicle. Therefore unable to obtain off road tyres ... contacted for who seem to be ignoring the issue ... still waiting for Ford as they seem to be not acting on info and how upset I am

**Question 3** - Basic wasn't informed that it had add blue until I'd bought car

**Question 4** - Very

**Question 5** - No

**Question 6** -

**Question 7** -

**Question 8** - Hard to get information about the issue with Ford Everest being Ma and not mc classification

**Question 9** - Customers not being told that their new ford Everest is only a passenger vehicle even thou it's been sold and advertised as an off road 4x4 ... very misleading for customers.. a lot of upset customers who are unable to get tyres to make it safe off road

**Consumer 59-**  
**Published anonymously?** - Yes

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**Question 1** - Zero... We were told nothing of the warranty or our rights.

**Question 2** - What are my consumer rights?

**Question 3** - Zero

**Question 4** - Very important. we ended up investigating this ourselves

**Question 5** - N/A

**Question 6** - Have not had to do this yet

**Question 7** - Online log book was available

**Question 8** - N/A

**Question 9** - Yes, I bought the 2016 4WD (Ford Everest) of the year and it turns out the car is classified as an on road vehicle only. This information was not told to us during the sale process and we feel deceived by advertisement of this vehicle.

**Consumer 60-**  
**Published anonymously?** - Yes

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**Question 1** - None

**Question 2** - So far the car has been in twice within 6 months of buying brand new. Customer service was good.

**Question 3** - None

**Question 4** - Fuel consumption is important

**Question 5** - It's higher- even on the open road.

**Question 6** - Good

**Question 7** - None

**Question 8** - None

**Question 9** - I have a ford Everest which is registered as a MA not MC car. It is advertised as an off roader for all your 4wd adventures. However, ford registered this as a MA (not for the off-road). I am very limited to what modifications I can make to the car. To go off road, most people change the tyres from highway terrain to all terrain to be able to handle more types of outback terrain safely, put a bullbar on- this gives you from towing points and protects the front of your car from wildlife and likely to do a lot less damage than without one. With a bull bar being about 500kg in weight, this lowers the front of the car and therefore you need a 50mm lift and new suspension as the weight of the vehicle and where the weight is changes. I can't make these changes legally with the car classified as an MA, however I could if it was classed as an MC.

I feel this is false advertising on behalf of ford. All of their promotion of the Everest is about going off road and exploring the outback, however I can't make the small modifications that I need to, to be able to safely explore the outback. If I get stuck on and need a tow in the outback because I damaged the front end severely by hitting wildlife, I'm screwed. I'm less likely to need a tow from hitting wildlife if I have a bullbar fitted. Ford also sell a genuine bullbar for the Everest.

Fords reasoning of this classification is poor, they say " so that they can have a 2wd Everest under the same classification". Isuzu MUX have both 2 and 4wd and got 2 different classifications registered. Ford should do the same.

## **Consumer 61-**

**Published anonymously?** - Yes

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**Question 1** - I was given a service manual which explains the warranty and capped schedule services.

**Question 2** - I have only had it in for it's 1000km free service but i did pay extra to ensure that the oil was changed.

**Question 3** - The car had a sticker on the windscreen regarding the fuel consumption.

**Question 4** - Very important, i wanted a car that would be cheaper to run.

**Question 5** - Quite possibly, i think it is pretty close but definitely higher than lower.

**Question 6** - I have not needed to yet.

**Question 7** - I think i only have a paper logbook and not an online logbook.

**Question 8** -

**Question 9** - I purchased my mitsubishi from Chadstone. According to my capped servicing schedule, the first service is due at 1000km and the second service is due at 15000km or 12 months whichever comes first. On my windscreen it says that my next service is due at 7500 or February (which would be 6months). The data in my car is also telling me that my service



is due in less than 100km, I thought this was a bit soon as i only purchased the car in late July. My husband called Brighton Mitsubishi to query the service and they said no the capped schedule is correct and the next service is definitely at 15,000km or 12 months, he asked, did you purchase your car from Chadstone?, which makes me think they have a reputation for tricking people into servicing their vehicles more regularly. I contacted them to query this through Facebook and they would not tell me and wanted to contact me privately on the phone, I have not contacted them since and will service my car at the Brighton dealership instead.

**Consumer 62-**  
**Published anonymously? - Yes**

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**Question 1 - Nil**

**Question 2 -** Have not had an issue as yet. But Ford are currently not assisting with the issue of incorrectly certifying the 4wd Everest as MA (a passenger vehicle not being for off-road use) and are unwilling to provide its customers with a solution.

Ford, jeep and Haval have done this to only need to apply for one certification for there 2wd and 4wd variants of their vehicles. This has significant ramifications for its users.

**Question 3 - Very little.**

**Question 4 - Not very**

**Question 5 -** Yes, as with all vehicles. The claimed consumption can never be matched in real life.

**Question 6 -** Parts are never in stock. Always requires a return visit to repair.

**Question 7 -**

**Question 8 -**

**Question 9 -** As per part 5 above, manufactures are not ADR certifying vehicles correctly.

**Consumer 63- Denis Auberson**  
**Published anonymously? - No**

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**Question 1 -** Regards to aftermarket warranty. I.e AWN and if I can service my vehicle and the warranty is covered. Im a trade qualified Motor & diesel mechanic and had trouble with Carry cricks in Brisbane as they said Im not a dealer? So my warranty is now invalid on the car I purchased off them. I was not prepared to take my car to Bris from Rockhampton Qld to get it serviced by them. When I purchased the veh & warranty I specifically asked the salesman that I would be servicing it as I am a qualified mechanic, he said this would be fine. He even amended the warranty, but after some time latter cricks said Im not a dealer. The car a Hyundai i30 diesel I bought stated in the service book, that every 15000kms the car should be serviced. I have been servicing it every 7500kms with good Penrite synthetic oil & Fuel filters etc.. So I have been over servicing it. Cricks didn't care. Can you help? I sent info@aaaa.com.au all info & evidence

**Question 2 -** Regards to aftermarket warranty. I.e AWN and if I can service my vehicle and the warranty is covered. Im a trade qualified Motor & diesel mechanic and had trouble with Carry cricks in Brisbane as they said Im not a dealer? So my warranty is now invalid on the car I purchased off them. I was not prepared to take my car to Bris from Rockhampton Qld

to get it serviced by them. When I purchased the veh & warranty I specifically asked the salesman that I would be servicing it as I am a qualified mechanic, he said this would be fine. He even amended the warranty, but after some time latter cricks said Im not a dealer. The car a Hyundai i30 diesel I bought stated in the service book, that every 15000kms the car should be serviced. I have been servicing it every 7500kms with good Penrite synthetic oil & Fuel filters etc.. So I have been over servicing it. Cricks didn't care. Can you help? info@aaaa.com.au all info & evidence

**Question 3** - N/A

**Question 4** - N/A

**Question 5** - N/A

**Question 6** - N/A

**Question 7** - N/A

**Question 8** - N/A

**Question 9** - Yes aftermarket warranties i.e Awn to allow any qualified mechanic to repair or service vehicles not just dealers.

**Consumer 64-** Malcolm Smith  
**Published anonymously?** - No

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**Question 1** - We were provided extended warranty information as part of the purchase. We also understand this is in addition to the standard 12 month warranty. I believe a list of inclusions / exclusions was documented.

**Question 2** - We have not yet required a repair/replacement/refund although this may change based on my comments in item #9.

**Question 3** - Fuel consumption was provided although they are quite unrealistic in real terms (I doubt we'll ever achieve the documented figures).

**Question 4** - Very important, both in terms of cost of running and environmental impact.

**Question 5** - Fuel economy is not even close to the documented figures despite best efforts. Our actual numbers are approaching 50% or more.

**Question 6** - N/A

**Question 7** - N/A

**Question 8** - No problems with servicing

**Question 9** - The main issue I'm logging here is with regard to the classification of our vehicle. We bought recently a Ford Everest and disclosed to the sales team our intention to use it for traveling through National Parks with a semi-off road caravan.

It has recently come to my attention that our vehicle is rated MA and not MC. It would seem that although Ford Everest advertise their vehicle as a 4WD (in fact they have been awarded the 4x4 award for 2016) it is not legally suitable for off road usage. This means we have spent \$70,000 on a car (including modifications) that we cannot use for the purpose we intended.

Ford have completely mis-led us through the purchase process. We now have a vehicle that is worth far less than what we've paid and we risk insurance claims issues if we have to make a claim while traveling off road.

**Consumer 65-** Mischa Grummitt  
**Published anonymously?** - No

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**Question 1 -**

**Question 2 -**

**Question 3 -** When buying a Ford Everest, we were given information about it's off-road ability due to it's departure angles, high ground clearance, All-terrain management options, Centre diff-locking ability and 4x4 Low gear option. It's fuel consumption was very good for all round ability, and for constant 4WD.

**Question 4 -** All this information about the off-road ability was hugely important to me deciding on the new Ford Everest. It had the fuel consumption, the 7 seats, but also came with major Off-road ability as a big 4WD. It ultimately led me to purchasing a Ford Everest Ambiente.

**Question 5 -** The major differences about the performance is it's legal classification as a PASSENGER CAR. Under Australian Design Rules, Ford have classified the car as an MA - Passenger car, not for off-road use. This has now had major implications as I can not legal

**Question 6 -**

**Question 7 -**

**Question 8 -**

**Question 9 -** I would like the ACCC to look into the false advertising of Ford Australia on the Ford Everest. All advertising was told that it was a 4WD, capable of fording rivers with it's 800mm wading depth, "Designed to tackle tough terrain and unexpected obstacles, the Everest 4WD will take you nearly anywhere you want to go." (Ford Everest Website)

Ford have then failed to mention anywhere, including advertising and to it's customers that they haven't classified the car as an off-road vehicle. This is totally unsafe, falsely advertised and should be dealt with at the highest level of the industry. The car was meant to be competing with the Toyota Prado, Toyota Fortuner, Mitsubishi Pajero, Holden Colorado 7, Isuzu MUX etc, but all these manufacturers have classified their vehicles as MC - Offroad Passenger Car, instead of Ford classifying as 4.3.1. PASSENGER CAR (MA) A passenger vehicle, not being an off-road passenger vehicle.

**Consumer 66-**  
**Published anonymously?** - Yes

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**Question 1 -** I got told they existed, I was no taken through any detail.

**Question 2 -** The dealership have on numerous occasions attempted to avoid liability and not conduct repairs to a near new quality

**Question 3 -** The standard combined fuel consumption and emissions windscreen sticker and performance was as per the brochure

**Question 4** - Fuel consumption is very important to me and my purchase decision making.

**Question 5** - Fuel consumption in real world highway driving was 25% worse than the advertised combined fuel economy specification.

**Question 6** - Dealerships wish to remove themselves and try and find any excuse to avoid a warranty claim.

**Question 7** - I don't have online logbooks

**Question 8** - ??

**Question 9** - I think the Australian Standards for fuel economy testing need to be reviewed as advertised fuel economy results are not even close to being real. My case is not one off.

**Consumer 67-**

**Published anonymously?** - Yes

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**Question 1** - Was given very little information around this was told need to bring my car back for servicing to guarantee Warranty.

**Question 2** - Recently had a fault with the vehicle, was towed to my local mechanic but then as it was under warranty had to them be towed to the dealer, which took a week to repair but had no option to go anywhere else.

**Question 3** - There was a sticker on the screen

**Question 4** - Not as critical

**Question 5** - Yes uses a lot more fuel than was advertised on the sticker

**Question 6** - My local mechanic has told me that parts are available but they do not readily share information such as what oil may be required for the vehicle

**Question 7** - The logbook in the glovebox is fine

**Question 8** - N/A

**Question 9** - We should have the right to get our car repaired where we like and not have to return to be ripped off by a dealer

**Consumer 68-**

**Published anonymously?** - Yes

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**Question 1** - My car is company car, this information was not given to me directly

**Question 2** - I am currently having issues with company car, under warranty. I do not have faith in our local dealership to correct the issue (this is because of several prior issues). However I can not take the car to my local repairer and have it fixed under warranty.

**Question 3** - It is on a sticker on the windscreen

**Question 4** - Not very

**Question 5** - It is company car

**Question 6** - I try and take my car to my local mechanic. The dealership constantly find new issues with the car that are not covered under warranty. This is even after they have fixed the issue. I trust my mechanic is fixing the car and maintaining it, and not just trying to make extra money.

**Question 7** - A few faults that have been picked up by my mechanic, he has not been able to find the meaning of the faults. The car has then had to go back to the dealership. This is very frustrating. I leave over an hour away from the closest dealership.

**Question 8** - I think small local business should have full access to this information. It allows us to have a competitive market in servicing costs. The dealerships are already very expensive, they are often cold and hard to deal with. The local workshop are much more

**Question 9** - I have been told by Hyundai that my car has to use Genuine Hyundai oil and coolant, or the car is covered in their warranty. I know that this is not the case. I only have to ensure the same grade oil and coolant are used.

**Consumer 69-** Greg Chambers  
**Published anonymously?** - No

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**Question 1** - That I have a 3 year factory and 2 year dealership warranty.

**Question 2** - To keep my dealership warranty my service intervals went down from 12 months to 6 months.

**Question 3** - What was on the windscreen label.

**Question 4** - With the cost of fuel today, consumption is very important.

**Question 5** - There certainly was. I can only get close to their claimed consumption if I was very very careful how I drove.

**Question 6** - No experiences as yet as I'm still under dealership warranty.

**Question 7** - No experiences as yet as I'm still under dealership warranty.

**Question 8** - Clearing fault codes.

**Question 9** - After some repairs fault codes are created and to clear these codes the vehicle needs to go to the dealership.

**Consumer 70-**  
**Published anonymously?** - Yes

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**Question 1** - Explained Manufacturers warranty period and that is all

**Question 2** - Replacement under warranty experiences have been ok, but the threat to warranty being void if aftermarket parts are used has been noted on many occasions

**Question 3** - Nothing

**Question 4** - I bought an XR8, so fair to say, it wasn't the most important aspect of my purchase

**Question 5** - Hard to say, but I feel it under performs to expectation

**Question 6** - I am currently experiencing an issue with my new car (9000ks) and have done so since about 5000ks.

I have taken the car back to the dealer 3 times, only to be told the 1st that nothing is wrong with the car, the second time to be told there was a problem with the transmission (As advised by myself) and the problem was that it was not filled with fluid to correct level at the time of being factory delivered and ready. It is still having the same issues and the last experience, the car sat at the dealer all day and they did nothing and ask for me to bring it back again.

I should reserve the right to take my car to an independent repairer who can assess (Not repair due to warranty), but assess what they would determine is the fault, however FORD will not allow this to happen and insist it comes back to them. My experience with the Ford dealer on the purchase of the car was good, but the ongoing service and attention is pathetic to say the least. Welcome to dealing with OE dealers!

**Question 7** - Have not been able to obtain information about my service history through Ford, needed for the purpose of sale.

**Question 8** - On multiple occasions, I have had warranty work conducted on my new vehicle and each time I have requested for the details or fault codes (For personal interest), they would not provide the details.

**Question 9** - There is an assumption that OE Parts are a premium and therefore will be charged accordingly. There are many suppliers in the market who can offer OE parts or OE replacement parts at a much cheaper sell price than the OE dealer. As a consumer, the vehicle purchased is my vehicle and I reserve the right to fit what I want (If not warranted) at the price I want and If I want to take my vehicle to an independent workshop for service or repair (warranty excepted), then I should have the right to do so. Why should I be forced to go back to the dealer and not have the option of where to service or repair my vehicle. I should also have the right to obtain the fault codes and / or diagnostics about my vehicle of which should be available or obtainable for any independent workshop or myself for DIY maintenance. I should not have to pay for this information by going back to the OE dealer.

**Consumer 71-**  
**Published anonymously? - Yes**

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**Question 1** -

**Question 2** -

**Question 3** -

**Question 4** -

**Question 5** -

**Question 6** -

**Question 7** -

**Question 8** - I own a 2012 Jaguar XF. I recently took the vehicle to an independent workshop for repair as the 'check engine' light had appeared on the dashboard. I chose the independent workshop 'Comet Automotive' in Brisbane as they are a European specialist workshop.

**Question 9** -

**Consumer 72-**  
**Published anonymously? - Yes**

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**Question 1** - None

**Question 2** - Not too bad, but they did try to charge me for a manufacturing fault replacement until I pointed out the fact eh car was still under warranty and the part is a manufacturing fault

**Question 3** - None

**Question 4** - Very important

**Question 5** - No

**Question 6** - Servicing at the caryard where I bought the car was excessively expensive and my normal owner operated mechanic was literally half the price

**Question 7** - Did not even know there was one

**Question 8** - Have not had any issues as my mechanic is brilliant and has all the equipment he needs to service my car

**Question 9** - Why is it so much more expensive to buy parts and have a service at a car yard?

9 times out of ten the aftermarket product which cost so much less comes from the same factory.

Why don't car sales people explain the costs involved in servicing a vehicle?

Example: was quoted \$600 for a normal service at a car yard and paid \$315 for a normal service with my mechanic who followed the service instructions in the hand book and signed and stamped the service book.

**Consumer 73-**  
**Published anonymously? - Yes**

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**Question 1** - Not much information is provided clearly by dealers. Ford and Audi told me that to keep my vehicles warranty all servicing must be done at their dealership.

My Father in-law has also been told by Triumph that to keep his motorcycles warranty all repair work and servicing must be done at their dealership. Triumph went as far as to tell him he must pay for the expensive oil they use and that a different brand in the same viscosity would not replace the expensive brand.

On further investigation we found that this is not true and triumph told him his warranty wont be valid - it is on going with the consumer ombudsman.

**Question 2** - My experiences have been that I could only get repair or warranty if it is with the dealer Ford and Audi

**Question 3** - The information is all the handbook for me to find - however the sales persons at the dealerships were uneducated on the matter.

**Question 4** - Not overly important however I believe all cars should have to meet a set Australian standard that is respectful to the environment and cost saving for the consumer.

**Question 5** - I did not keep a close on this

**Question 6** - All Audi parts had to come from Audi genuine - I work in the automotive industry and I could not source aftermarket parts for it.

Ford and audi both told me all repairs had to be carried out by them to retain warranty.

**Question 7** - I did not look into this - However I do know mechanics in my industry cannot access information on new cars until the manufacturer releases it.

**Question 8** - I have not looked into it personally

**Question 9** - I want to have my new vehicles serviced by my mechanic that I trust. The dealerships are always so shady and reluctant to tell me things.. they treat me as though I wouldn't understand because I am a woman.

**Consumer 74-** Paul

**Published anonymously?** - No

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**Question 1** - General information only. Nothing was advised on interaction of the various aspects.

**Question 2** - One warranty claim resolved but it took a number of days to get the vehicle into the service dept at the dealer.

**Question 3** - What was marked on the car by law, the consumption sticker, was all that was given, up to me to read.

**Question 4** - consumption is a consideration but capability was an overriding consideration for me.

**Question 5** - Not really considering the manufacturer uses test conditions and I am in the real world where conditions and usage vary.

**Question 6** - Tools and information are not easily obtainable for any modern car due to the increasing complexity of the electronics. Parts can be obtained but are often expensive.

**Question 7** - To my knowledge the dealers can access these easily but am not sure if they are accessible or obtainable outside the dealer networks.

**Question 8** - Very little information is provided in the handbook and most issues that might arise come with the instruction to contact a dealer. E.g. Warning light illuminates. Complexity of the modern vehicles is the reason usually given, but is it more about ensuring

**Question 9** - Ford have recently been advertising the Everest as a highly capable 4x4 capable of taking you beyond the road and to places others can't go but they have had the vehicle classified as an MA under the ADR. Many people have bought the car based on the advertising and media drummed up by Ford, including the acceptance of 4x4 of the year awards. Now it comes out it is not legally an off-road vehicle leading to legal and insurance cover implications. Have they been misleading or possibly outright dishonest in there advertising?

Perhaps Ford's practices in relation to the Everest should be looked at in the first instance and other manufacturers in the second instance for similar practices.



**Consumer 75-**  
**Published anonymously? - Yes**

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**Question 1** - The only mention of warranty was when it used a selling point. EG: Your Toyota / Mercedes Benz has a warranty period of XXX years XXX Kms.

**Question 2** - I have never had warranty refused or requested a refund.

**Question 3** - Nothing other than reading the label on the windscreen for emissions which I don't believe as in my experience it's impossible to obtain the advertised figures.

**Question 4** - I am more interested in performance figures which I researched online.

**Question 5** - Performance is as advertised.

Fuel consumption etc will be different the advertised figures.

**Question 6** - Accessing parts is ok.

Accessing special tools is next to impossible and as someone who is capable of carrying out servicing and some repairs this is very frustrating.

**Question 7** - These are now impossible to obtain for modern vehicles. Independent repairers have also mentioned this to me as a reason it is best for me to take my cars for dealers.

**Question 8** - These are now impossible to obtain for modern vehicles

**Question 9** - Commissions on finance and insurance are an issue.

**Consumer 76- Damien Castle**  
**Published anonymously? - No**

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**Question 1** - The dealers have tried to say that if the vehicle is not serviced / repaired by the dealer it will void warranty

**Question 2** - Many disputes with the dealer regarding warranty claims

**Question 3** - Only told about performance

**Question 4** - Performance is most important for myself

**Question 5** - No

**Question 6** - Parts can only be purchased from dealer for brand new car, only very few times could get aftermarket parts

**Question 7** -

**Question 8** - Could only obtain when I worked fro the dealership

**Question 9** - More information sharing between car dealership, general workshops and the car owner

**Consumer 77-**  
**Published anonymously? - Yes**

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**Question 1** - Australian Consumer Law - Nothing offered by dealer.

Manufacturers Warranty - Dealer explained duration of warranty period and KMs travelled limitations and said any Issues, contact our service dept.

No info offered on the interaction between warranty and Aust Consumer Law.

**Question 2** - Have had 2 new cars since 2009.

All warranty issues and repairs eventually had been carried out satisfactorily. However, often this required multiple trips to the dealer for them to be able to pinpoint certain issues. At one stage they advise that they could not tell me the full details of what had happened as their sublet agent had not yet given them his report. The sublet agent was found to be a small nearby workshop specialising in the repair of certain vehicle components. IE - They did/could not complete all work in house despite the repair being under Ford Approved Warranty.

**Question 3** - Other than stickers on the windscreen advising fuel consumption and emission ratings, none!

**Question 4** - Fuel Consumption was of some importance and figures were initially found when doing online research.

**Question 5** - No

**Question 6** - General servicing items can easily be obtained either at dealer or in most cases various spare parts shops.

Some items can apparently only be purchased from a dealer.

**Question 7** - No Experience

**Question 8** - No issue if I take the vehicle to a dealer as they are supposed to have all the latest info. I do have concerns though if I take my car into regional areas where there may not be a local dealer as some repairers often say they have trouble accessing data.

**Question 9** - Yes, the Govt tax on vehicle is way too high and pushes the price of a new vehicle to laughable levels when compared to what is available overseas on comparable vehicles.

**Consumer 78-  
Published anonymously?** - Yes

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**Question 1** - I was not given information specifically only a fixed price on service prices for 3 years

**Question 2** - n/a

**Question 3** - no information given

**Question 4** - fuel consumption very important to me as the price of fuel can rise and fall very dramatically, performance also important to me.

**Question 5** - no information provided

**Question 6** - As I have only just purchased my new car recently I have not had any issues this this.

My last car was 11 years old but had no problems getting parts or services completed through my own mechanic.

**Question 7** - n/a

**Question 8** - n/a

**Question 9** - It would be good to know if taking a new car to your own mechanic does or does not void your warranty.

My car dealer is only open for services on weekdays is not close to where I work or public transport so it makes it hard. I have to take time off work to have the service completed.

if I could take it to my own mechanic I could do this on a weekend and not need to take time off work.

**Consumer 79-**  
**Published anonymously?** - Yes

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**Question 1** - Information about the warranty, including my rights under the Australian Consumer Law, were included in the vehicle's owner's manual.

**Question 2** - I own(ed) a Ford Focus that suffered from a faulty transmission and spent several months and many many hours of my time seeking a remedy under the Australian Consumer Law. I lodged a complaint with the ACCC as a part of attempting to resolve my case and provided a great deal of information to an investigator. I am happy for this information to be reviewed as a part of my submission if you feel it relevant. I have subsequently agreed a satisfactory outcome with Ford, which was documented with the signing of their pro-forma letters including a confidentiality clause.

The motivation for my submission is to encourage the ACCC to provide more relevant information to consumers on \*how\* to enforce their rights. I think that the document "Motor vehicle sales & repairs - an industry guide to the Australian Consumer Law" is very good, but where it falls down is that it does not explain how you go about enforcing your consumer rights if the manufacturer/dealer does not quickly offer you the remedy you are seeking. I feel this creates an expectation in consumer's minds that manufacturers/dealers are acting unfairly if they do not agree to refund requests. My understanding is that under the ACL the manufacturer/dealer is entitled to refuse the request and have it determined by a court or tribunal.

Given the quantum of money involved in these disputes I feel that having the case determined by a court or tribunal is a reasonable process. In my case, most Ford Focus vehicles were purchased for between \$22,000 to \$35,000, are now between 1 and 3 years old and without mechanical faults would otherwise be worth around \$10,000 to \$25,000. I can understand why manufacturers are reluctant to offer full refunds without an application to a court or tribunal, but your information is leading consumers to believe that manufacturers should offer this remedy as quickly and fuss-free as K-Mart might offer a refund on a faulty toaster. I don't think that is your intention, but it appears a common occurrence. This should be clarified so that consumers understand their responsibilities and steps required to enforce their rights.

I understand that it is not the scope of the ACCC, but it would be very beneficial if the State's tribunals were harmonized, and if information on how to make an application was better written and easier to find.

I am happy for the content of my submission to be made public, but I do not wish my name to be made public. If the content of my submission needs to remain private for my name to remain anonymous then so be it.

**Question 3** - not relevant to my submission

**Question 4** - not relevant to my submission

**Question 5** - not relevant to my submission

**Question 6** - not relevant to my submission

**Question 7** - not relevant to my submission

**Question 8** - not relevant to my submission

**Question 9** -

**Consumer 80-  
Published anonymously? - Yes**

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**Question 1** - Only basic information regarding the manufacturers extended warranty

No information regarding Australian Consumer Law, manufactures warranty and no information on how they interact.

**Question 2** - No problems experienced with warranty issues.

**Question 3** - I was given considerable information about the economy of the vehicle, the emissions and performance.

**Question 4** - Very important to me.

**Question 5** - Yes, I received better fuel consumption figures than what I was told to expect and I was pleasantly surprised by the performance.

**Question 6** - No reported negative experience to date.

**Question 7** - I am unsure if repairers are able to access on-line log booklets. I have never experienced problems accessing log books.

**Question 8** - This is somewhat difficult to obtain outside the dealer network. Luckily, the technician I employ has access to many makes of cars.

**Question 9** - Eliminating stamp duty. It is purely an additional TAX on the consumer under the guise of "manual paperwork" when all data transactions are carried out within minutes by computers.

**Consumer 81-  
Published anonymously? - Yes**

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**Question 1** - None

**Question 2** - Completely unacceptable. My Jeep has a fault which has had multiple repair attempts by differmet dealerships over a 14 month period. It has not been correctly diagnosed or repaired, dealerships have tried to wipe their hands of the issue, and the importer does not respond to my communications in a timely fashion or with any sincerity. I am presently constructing a submission to have this matter heard before VCAT, because this appears to be the only choice I have to try to compel Jeep to take responsibility for their faulty product and engage with me to reach a resolution. There appears to be zero interest in ensuring the vehicle remains of acceptable quality for a reasonable time after purchase.

**Question 3** - Sticker on windshield.

**Question 4** - Somewhat important.

**Question 5** - Real-world fuel consumption is higher than published.

**Question 6** - Supply of basic parts through dealerships has been terrible. It has taken up to 2 months to source a correct part to carry out repairs.

**Question 7** - Paper log book was supplied with the vehicle.

**Question 8** - I have researched online to find information about problems affecting my model of vehicle, and at times have presented my findings to dealerships to enable them to diagnose issues they had been unable to diagnose themselves.

**Question 9** - There needs to be an effective and straightforward process to hold importers accountable when their vehicles fall short of reasonable standards. Currently, their standard approach is to string you along, wasting time and money and causing unnecessary stress.

An American style "lemon law" that requires a vehicle be replaced/refunded if a fault cannot be rectified within a given number of attempts would go a long way to shifting the onus to dealerships to take faults seriously and make a genuine attempt to repair. Aychba law would have saved me considerable time, expense and frustration.

**Consumer 82**- Helen Hayes  
**Published anonymously?** - No

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**Question 1** - No mention of the ACL. There is some blurb on the front of the warranty booklet 'the warranty contained in this Service and Warranty Handbook provided with this vehicle does not apply to customers in Australia. Your Chrysler dealer will provide you with a copy of the Australian Warranty applying to this vehicle'. No such document was ever provided to us at the time of purchase or post purchase despite numerous warranty repairs being needed.

We were advised that the Warranty covered everything down to last nut and bolt. Any all parts readily available either in Brisbane or overnight from Melbourne (not true).

**Question 2** - How much room do I have. They will repair under warranty, but this is what they (FCA) and their dealerships hide behind rather than actually comply with Australian law. We have been requesting that our vehicle be refunded in full since 2 days after we picked it up. Perhaps initially we requested refund or replacement, but in the 1st week of ownership become clear it was a piece of crap and didn't want another one. That was nearly 2.5 years ago.

Below is details of the timeline of events and our new car experience. But ACCC already have all of this detail with the exception of the last few entries:

4/7/14: Took delivery of the car but unfortunately didn't notice the odometer had 87km on it until after we had left the dealer. Rang Leo Muller and were advised that because they have to come so far from America, they are driven up to 150km to ensure everything is OK before they are shipped.

5/7/14: Drove to Samford, and noticed the a shuttered and brakes grated when braking. Something not right, will contact the dealer on Monday.

6/7/14: We noted a terrible whining noise and that the gears seemed to not be shifting up. Malfunction Indicator Light (MIL) came on. We pulled over to read the manual and determine

what the cause could be. Transmission Temp was also showing HIGH, but had no actual reading. We slowly made our way home.

7/7/14: Contacted Leo Muller dealership and were advised to take the car to the Zillmere Service Centre the following day.

8/7/14: Drove car to Zillmere and were advised that the front and rear brake rotors need replacing, and the transmission solenoid. However, the parts were not available and had to get shipped from Sydney.

10/7/14: Zillmere advised front and rear brake rotors had been replaced but transmission solenoid had not arrived.

11/7/14: Zillmere advised the transmission solenoid had arrived and been installed but did not fix the problem. They then advised that the car needs a new Power Control Module (PCM) which was being shipped from Melbourne. We sent an email to Leo Muller dealership requesting either a new Dodge Journey or refund.

14/7/14: Zillmere advises PCM has to be shipped from the United States and won't arrive here until 4/8/14. We received an email from Lee Willson, Fixed Operations Manager at Albion advising he would contact us the following day.

15/7/14: Emailed Lee Willson reiterating our previous email that we would like the car replaced or a refund. Lee rang and said he was trying to expedite the shipping of the PCM. He was also going to try and get an additional year's warranty from Fiat Chrysler.

17/7/14: Sent a formal letter to Leo Muller by courier (attached).

25/7/14: Received letter via email from Lee Willson rejecting our request for a replacement or refund (attached)

27/7/14: Under advice from the ACCC, we made a formal complaint to the Queensland Office of Fair Trading.

31/7/14: Lee Willson rang to advise car is fixed and has extra year's warranty. He also sent email (attached).

21/8/14: Queensland Office of Fair Trading advises their attempt to get Leo Muller to replace the car/refund was unsuccessful (attached). Contacted Lee Wilson for further explanation on why we were sold a NEW car which had major issues and why the brake rotor issue at least wasn't picked up in pre-delivery. If we were to get an independent inspection done, would they take the vehicle around the corner to RACQ to do so? To which I was advised I needed to take the vehicle.

29/8/14: Picked the vehicle up from Zillmere service centre and drove it to have independent inspection performed. Attempted to contact Lee Wilson to discuss result, but never responded.

1/9/14: Attempted to contact Lee Wilson again, but he did not return our calls. Drove to the service centre and outlined the findings of excess rust on the underneath of the vehicle which should be rust proofed. Service Centre guy told us they wouldn't rust proof, but paint and cover up. He also mentions – Yeah I remember this car it had 4 rusted brake routers!!

14/1/15: Scheduled Service performed

22/1/15: Car broke down at Arana Hills Shopping Centre. No power at all in vehicle and had to be towed to Zillmere Service Centre. Service Centre found it was a bad earth connector and fixed it.

15/7/15: Scheduled Service performed

Sept – Nov: Maps needed updating, selected to remind in 28 Days. Then suddenly they no longer worked at all – 'could not unlock maps' message continually appeared.

7/1/16: Scheduled Service performed, and advised issue with maps. Service centre advice there was a problem with the GPS but were unable to fix, and had to order part/s.

19/1/16: Service Centre had the part had arrive, and would need the vehicle for a day.

25/1/16: Booked into service centre to get GPS fixed.

25/2/16: Malfunction Indicator Light (MIL) comes on and car did not seem to be shifting above second gear. High transmission temperature as well. Rang service centre they were fully booked, but could look at it tomorrow. Advice if running any differently to ring roadside assist. Car towed to Zillmere Service Centre.

29/2/16: Contacted service centre to find out what was happening with our vehicle. Advice that the transmission solenoid needed to be replaced, and part would arrive tomorrow.

1/03/16: Contacted service centre to find out when the vehicle will be fixed. Advised transmission solenoid had not fixed issue, and were still diagnosing. It was looking like the PCM!! Provided service manager with a little history.

2/03/16: Contacted service centre to find out result of diagnostics, advice that the PDM needed to be replaced would be ready tomorrow

3/3/16 Power Distribution Module (PDM) replaced.

9/3/16: Complained to FCA directly (after contacting ACCC).

10/3/16: Received extra year's warranty from FCA.

5/6/16: Message appeared on dashboard screen stating that the battery in the key fob was low. Key would not start the car, had to use the other key.

20/6/16: Car failed to start. Car indicated that it was not in Park but it was. Dodge Roadside Assistance contacted. Man from Roadside Assistance thought it was the battery but did not know where the battery was in a Journey! Offered to jump start it so it could be driven to Service Centre but this offer was declined. Car was towed to Service Centre.

23/6/16: Email sent to FCA customer care requesting refund.

24/6/16: Car picked up from service centre. Technical Job had been raised by Manager, Aspley Service Centre to FCA as they could not work out why battery was losing charge.

1/7/16: Helen spoke with 'Mel' from FCA Customer Care. Mel requested service history of vehicle. This was emailed to her on 3 July.

6/7/16: Helen spoke again to Mel. Mel had been in contact with Craig (Manager at Aspley Service Centre). Mel advised Helen to call FCA Customer Care next time car broke down! Technical department had not been able to identify the problem.

11/7/16: Car taken to Aspley Service Centre for 2 year regular service. Craig confirmed that FCA had been in contact with him regarding the problem with the car but they did not know what was wrong with it. Liam contacted by Service Centre later in the day advising they were going to replace the battery as they could not get it to charge. No batteries in stock so car would not be ready until following day.

12/7/16: Liam picked up car from Service Centre. Craig advised FCA technical people could not explain what was wrong with car. Could not explain why battery was charging ok in late June but came up as dead in July.

6/9/16: Helen contacted by Josh from FCA legal. Advised he was looking into this case and would be talking to the Service Centre. Helen given his direct number.

2/11/16 Liam rang and spoke to Josh Josh FCA legal. No further action had been taken by Josh.

5/11/16 Helen driving home with daughter in the car from Strathpine and the MIL came on the dash.

7/11/16 Car towed to service centre. Service centre advised oil pressure switch had to be replaced.

**Question 3** - The only info we were provided was in relationship to full consumption 11lt/100km?? I think it was.

**Question 4** - Given the KM we actually do this really was not a major factor in purchase of a new car.

**Question 5** - This is typically more like 15 - 19 than 11.

**Question 6** - Unless relating to regular service, parts are NEVER available and always need to be gotten from interstate at a minimum. We either get told that is the case, or for days they are diagnosing the issue. It is far to say that on average every unscheduled visit to the service centre has resulted in our vehicle being of the road for the week (5 days min).

The last time (other than today), the car was towed to the service centre as it wouldn't start it took a week for them to say it had a flat battery.

**Question 7** - There is no online access to us, and both the service centre and FCA have claimed they don't have any history our car available to them. Apparently FCA are disjointed from their service centres in this way, even though all repairs to date have been performed under warranty.

When you are handing over cash for a service, generally there is no issue being provided the paperwork on service performed.

However, we have had a number of instances when we have needed to request if not demand that the paperwork be provided. To the extent I have gone back and requested it in person.

**Question 8** - unsure what this is asking. if related to repair/service information we may request at a later point, then I expect I would have to fight in order to be provided anything relating to unscheduled repairs.

Our closest service centre was sold by the deal

**Question 9** - I would like to think that there was a specific body that could actually assist consumers in being provided replacement or refunds for NEW cars when major failures occur under the ACL in such short time frames after purchase. In my case I fully believe that the car I was sold was actually unroadworthy. It had 4 rusty brake rotors, while I'm not a mechanic I do know that brakes are a major safety component to any car and I would expect this component of a new car would be in brand new condition.

While there is a big push on lemon laws, I believe there also need to be a minimum time requirement of a new car experiencing a major issue. If such an issue occurs within say the



1st year - replace or refund should be a given and not something that becomes the fight of your life.

There should be much stronger controls and checks on the supposed pre delivery process, and dealerships should be held accountable for providing breaches/shortcuts to this process for further \$\$\$.

Who audits the compliance process of new cars, this needs to be reviewed. Compliance to me means that there are certain circumstances / regulations that MUST be met in order to comply. 'The Motor Vehicle Standards Act requires vehicles to meet the national standards covering safety and emission requirements' well how was my car compliant?

There needs to be an Authority that is actually able to address situation like ours rather than be given a run around from one party to another for years on end until you car is worthless anyway. Most other industries / services are supported by an ombudsman why not the car industry.

Why are cars allowed to be put on our roads and continually put back onto our roads when they have ongoing issues. Someone / somewhere really needs to start to care. There are so many campaigns about road safety and driver do's and don'ts. The really scary thing is that some of the issues my car has experienced could have placed my family in a major accident which would have been completely out of my control due to my cars loss of power issues. No one should have to experience issues with a NEW car to the point of having no confidence in driving it and at time actually being afraid to wondering when the next problem is going to come.

Why do we not have the some concerns for our childrens safety with regards to being transported in defective cars, as we clearly do with regards to other consumer complaint issues which in my opinion in most cases don't matter.

Start acting not talking on fixing the situation ACCC as this is real. But the unfortunate thing seems to be that our government would rather be blinded by money than safety.

This isn't an issue only in the car industry - there are similar problems with trucks.

**Consumer 83- Liam Hayes**  
**Published anonymously? - No**

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**Question 1** - No mention of the ACL. There is some blurb on the front of the warranty booklet 'the warranty contained in this Service and Warranty Handbook provided with this vehicle does not apply to customers in Australia. Your Chrysler dealer will provide you with a copy of the Australian Warranty applying to this vehicle'. No such document was ever provided to us at the time of purchase or post purchase despite numerous warranty repairs being needed.

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6/7/14: We noted a terrible whining noise and that the gears seemed to not be shifting up. Malfunction Indicator Light (MIL) came on. We pulled over to read the manual and determine what the cause could be. Transmission Temp was also showing HIGH, but had no actual reading. We slowly made our way home.

7/7/14: Contacted Leo Muller dealership and were advised to take the car to the Zillmere Service Centre the following day.

8/7/14: Drove car to Zillmere and were advised that the front and rear brake rotors need replacing, and the transmission solenoid. However, the parts were not available and had to get shipped from Sydney.

10/7/14: Zillmere advised front and rear brake rotors had been replaced but transmission solenoid had not arrived.

11/7/14: Zillmere advised the transmission solenoid had arrived and been installed but did not fix the problem. They then advised that the car needs a new Power Control Module (PCM) which was being shipped from Melbourne. We sent an email to Leo Muller dealership requesting either a new Dodge Journey or refund.

14/7/14: Zillmere advises PCM has to be shipped from the United States and won't arrive here until 4/8/14. We received an email from Lee Willson, Fixed Operations Manager at Albion advising he would contact us the following day.

15/7/14: Emailed Lee Willson reiterating our previous email that we would like the car replaced or a refund. Lee rang and said he was trying to expedite the shipping of the PCM. He was also going to try and get an additional year's warranty from Fiat Chrysler.

17/7/14: Sent a formal letter to Leo Muller by courier.

25/7/14: Received letter via email from Lee Willson rejecting our request for a replacement or refund.

27/7/14: Under advice from the ACCC, we made a formal complaint to the Queensland Office of Fair Trading.

31/7/14: Lee Willson rang to advise car is fixed and has extra year's warranty.

21/8/14: Queensland Office of Fair Trading advises their attempt to get Leo Muller to replace the car/refund was unsuccessful. Contacted Lee Wilson for further explanation on why we were sold a NEW car which had major issues and why the brake rotor issue at least wasn't picked up in pre-delivery. If we were to get an independent inspection done, would they take the vehicle around the corner to RACQ to do so? To which I was advised I needed to take the vehicle.

29/8/14: Picked the vehicle up from Zillmere service centre and drove it to have independent inspection performed. Attempted to contact Lee Wilson to discuss result, but never responded.

1/9/14: Attempted to contact Lee Wilson again, but he did not return our calls. Drove to the service centre and outlined the findings of excess rust on the underneath of the vehicle which should be rust proofed. Service Centre guy told us they wouldn't rust proof, but paint and cover up. He also mentions – Yeah I remember this car it had 4 rusted brake rotors!!

14/1/15: Scheduled Service performed

22/1/15: Car broke down at Arana Hills Shopping Centre. No power at all in vehicle and had to be towed to Zillmere Service Centre. Service Centre found it was a bad earth connector and fixed it.

15/7/15: Scheduled Service performed

Sept – Nov: Maps needed updating, selected to remind in 28 Days. Then suddenly they no longer worked at all – 'could not unlock maps' message continually appeared.

7/1/16: Scheduled Service performed, and advised issue with maps. Service centre advice there was a problem with the GPS but were unable to fix, and had to order part/s.

19/1/16: Service Centre had the part had arrive, and would need the vehicle for a day.

25/1/16: Booked into service centre to get GPS fixed.

25/2/16: Malfunction Indicator Light (MIL) comes on and car did not seem to be shifting above second gear. High transmission temperature as well. Rang service centre they were fully booked, but could look at it tomorrow. Advice if running any differently to ring roadside assist. Car towed to Zillmere Service Centre.

29/2/16: Contacted service centre to find out what was happening with our vehicle. Advice that the transmission solenoid needed to be replaced, and part would arrive tomorrow.

1/03/16: Contacted service centre to find out when the vehicle will be fixed. Advised transmission solenoid had not fixed issue, and were still diagnosing. It was looking like the PCM!! Provided service manager with a little history.

2/03/16: Contacted service centre to find out result of diagnostics, advice that the PDM needed to be replaced would be ready tomorrow

3/3/16 Power Distribution Module (PDM) replaced.

9/3/16: Complained to FCA directly (after contacting ACCC).

10/3/16: Received extra year's warranty from FCA.

5/6/16: Message appeared on dashboard screen stating that the battery in the key fob was low. Key would not start the car, had to use the other key.

20/6/16: Car failed to start. Car indicated that it was not in Park but it was. Dodge Roadside Assistance contacted. Man from Roadside Assistance thought it was the battery but did not know where the battery was in a Journey! Offered to jump start it so it could be driven to Service Centre but this offer was declined. Car was towed to Service Centre.

23/6/16: Email sent to FCA customer care requesting refund.

24/6/16: Car picked up from service centre. Technical Job had been raised by Manager, Aspley Service Centre to FCA as they could not work out why battery was losing charge.

1/7/16: My wife Helen spoke with 'Mel' from FCA Customer Care. Mel requested service history of vehicle. This was emailed to her on 3 July.

6/7/16: Helen spoke again to Mel. Mel had been in contact with Craig (Manager at Aspley Service Centre). Mel advised Helen to call FCA Customer Care next time car broke down! Technical department had not been able to identify the problem.

11/7/16: Car taken to Aspley Service Centre for 2 year regular service. Craig confirmed that FCA had been in contact with him regarding the problem with the car but they did not know what was wrong with it. Liam contacted by Service Centre later in the day advising they were going to replace the battery as they could not get it to charge. No batteries in stock so car would not be ready until following day.

12/7/16: Liam picked up car from Service Centre. Craig advised FCA technical people could not explain what was wrong with car. Could not explain why battery was charging ok in late June but came up as dead in July.

6/9/16: Helen contacted by Josh from FCA legal. Advised he was looking into this case and would be talking to the Service Centre. Helen given his direct number.

2/11/16 Liam rang and spoke to Josh at FCA legal. No further action had been taken by Josh.

5/11/16 Helen driving home with daughter in the car from Strathpine and the MIL came on the dash.

7/11/16 Car towed to service centre. Service centre advised oil pressure switch had to be replaced.

**Question 3** - Not much, only what was in the brochure.

**Question 4** - Not very important.

**Question 5** - Yes, consumption more like 15 - 19l/km than 11.

**Question 6** - Unless relating to regular service, parts are NEVER available and always need to be gotten from interstate at a minimum. We either get told that is the case, or

for days they are diagnosing the issue. It is far to say that on average every unscheduled visit to the service centre has resulted in our vehicle being of the road

for the week (5 days min).

**Question 7** - There is no online access to us, and both the service centre and FCA have claimed they don't have any history our car available to them. Apparently FCA are

disjointed from their service centres in this way, even though all repairs to date have been performed under warranty.

When you are handing over cash for a service, generally there is no issue being provided the paperwork on service performed.

However, we have had a number of instances when we have needed to request if not demand that the paperwork be provided.

**Question 8** - Our closest service centre was sold by the dealer that we purchased the car from. Now they claim that they cannot access the service history from the previous dealer. FCA also claims this.

**Question 9** - I would like to think that there was a specific body that could actually assist consumers in being provided replacement or refunds for NEW cars when major failures occur under the ACL in such short time frames after purchase. In my case I fully believe that the car I was sold was actually unroadworthy. It had 4 rusty brake rotors, while I'm not a mechanic I do know that brakes are a major safety component to any car and I would expect this component of a new car would be in

brand new condition.

While there is a big push on lemon laws, I believe there also need to be a minimum time requirement of a new car experiencing a major issue. If such an issue occurs within say the 1st year - replace or refund should be a given and not something that becomes the fight of your life.

There should be much stronger controls and checks on the supposed pre delivery process, and dealerships should be held accountable for providing breaches/shortcuts to this process for further \$\$\$.

Who audits the compliance process of new cars, this needs to be reviewed. Compliance to me means that there are certain circumstances / regulations that MUST be met in order to comply. 'The Motor Vehicle Standards Act requires vehicles to meet the national standards covering safety and emission requirements' how was my car compliant?

There needs to be an Authority that is actually able to address situation like ours rather than be given a run around from one party to another for years on end until you car is worthless anyway. Most other industries / services are supported by an ombudsman why not the car industry.

Why are cars allowed to be put on our roads and continually put back onto our roads when they have ongoing issues. Someone / somewhere really needs to start to care. There are so many campaigns about road safety and driver do's and don'ts. The really scary thing is that some of the issues my car has experienced could have placed my family in a major accident which would have been completely out of my control due to my cars loss of power issues. No one should have to experience issues with a NEW car to the point of having no confidence in driving it and at time actually being afraid to wondering when the next problem is going to come.

Why do we not have the some concerns for our children's safety with regards to being transported in defective cars, as we clearly do with regards to other consumer complaint issues which in my opinion in most cases don't matter.

**Consumer 84- Shane Barnard**  
**Published anonymously? - No**

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**Question 1** - The car that i purchased from Penfold Motors was a brand new Mitsubishi PB Challenger XLS, the car came with a 10 year/160000Km drive train warranty, this information was listed in the service manual, it briefly explained what was covered, and had a customer service number to ring for further information.

**Question 2** - My experiences with Mitsubishi have been terrible, the car had a driveline vibration straight after my purchase that had me return to the dealership within 20 minutes, this cyclic vibration was agreed to be looked at during its first complementary service, it was

agreed that a fault was still there after attempts to fix it, this model was known to have a driveline vibration issues, and that the dealer stated they will take it up with Mitsubishi Australia and fix it at the next service.

By the time of the next service, Penfold Motors had ceased its relationship with Mitsubishi Motors, and due to the driveline issue, and the fact that a number of new issues had now arisen, Penfold Motors said i would need to take my vehicle to a Mitsubishi Dealership, that way the dealership will be able to get factory support from Mitsubishi Australia, as Penfold Motors no longer has factory support from Mitsubishi Motors.

I then contacted the Mitsubishi Motors CEO who at the time was Robert McEniry, i explained my list of issues to him, and sought advice on the best way to get all my issues resolved, it was agreed that i would take my vehicle to Frankston Mitsubishi, and that Robert McEniry would relay my issues to the factory engineers,

Not long after this i believe that a new CEO took over at Mitsubishi Motors Australia.

After a short time my list of issues was as such

-Cyclic Driveline vibration

-SRS Airbag issues

-Replacement of the entire SRS Airbag wiring looms, this involved removal of the interior of the car, this then resulted in the shorting out of other wires within the car, and led to a number of components not working, and the failure of the entertainment system that took a further 6months to locate and rectify the issues, a number of interior trims fell off and were not fitted correctly, i therefor had to return a number of times for further repairs to get these things fixed.

- i had continual loss of power issues, either during acceleration or while cruising.

-The transmission of this car would overheat and lock in 2nd gear either while sitting in peak hr traffic, or when driving through hills.

-the traction control would not work, this was verified while doing 4x4 training coases with a Mitsubishi car club.

-the air conditioning would cut out and not work on days of above 35degs

-the motor would overheat while sitting in peak hr traffic

-the turbo failed and needed replacing after the motor ran hot during a drive home in peak hr traffic on Melbourn City Link

-Engine mounts replaced

-Tail shaft replaced

-Engine wiring looms replaced

-Wiper washer bottle replaced after it fell off

- front grill would fall out

- many other contacts and switches replaced in attempts to fix the many issues the car had

- over the time of ownership the car has had many warning/fault lights come on, blowing of black smoke, cleaning of tubes and conections

After 3 years of this i had had enough, and sort to use these new consumer laws to get my money back, or as in one letter i sent to Mitsubishi, i was after a reasonable trade in so i could minimize my loses for a new vehicle to be purchased by me from Mitsubishi, Mitsubishi was not in agreement!!

I sort a solicitor and i then attempted to use these consumer laws, i left my car at Penfold Motors with a legal document explaining that i am using these laws to claim that the car is unfit for purpose, i also spoke with a number of managers there and asked to speak with the dealer principle, he was unavailable.

After a year of legal wrangling i was being counter sued by Penfold Motors for costs associated with storage of the car, and i was also up against Mitsubishi who had been brought into the affair, eventually we had a day set for mediation, and despite my full list of evidence including emails, photos, videos, service records, diary entry's, etc, my council explained to me that Penfold Motors and Mitsubishi Motors will not except any liability, and that unless i had a further \$30 000 minimum to continue my case, i would be best of to try to arrange a deal to minimise my losses.

So do these new consumer laws work? NO WAY!!!, these manufactures have much deeper pockets than the average worker, and will keep you tied up in legal paperwork until you run out of money, we need laws that are set in concrete and explained clearly for the protection of consumers, these large company's will not abide by any consumer laws unless forced too!!

The only reason i can talk about my case is that during the dealings, Mitsubishi gave me the compensation agreement before they gave me the confidentiality agreement, they then continued over the next few weeks to try to sneak in the confidentiality agreement as part of the further paperwork they wanted signed, but i refused all confidentiality agreements.

I have no doubt that there are many families who have tried to use these consumer laws, and have lost a lot of money due to theses laws being very poorly implemented by our government, and the false claims about the power of these consumer laws by our government, there needs to be a full investigation into these laws and the claims of these laws, as many other people who have tried to use them and lost a lot of money, are most likely bound by confidentiality agreements and will not be allowed to talk about the failure of these laws for them.

I am very happy to supply all my evidence and documents relating to the failure of these laws for me to help a more thorough set of laws to be written up.

In fact, i will be very unhappy if i am not contacted in relation to the failure of the laws for me.

**Question 3** - sticker on the window

**Question 4** - not overly important

**Question 5** - cars always use more than the stated amount due to the fuel testing being done on rolling roads to keep everything equal.

**Question 6** - NA

**Question 7** - NA

**Question 8** - NA

**Question 9** - no

**Consumer 85-** Colin Smith  
**Published anonymously?** - No

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**Question 1** - No information about the consumer guarantee or the Australia Consumer Law.

Just the length of time and Kilometres for the warranty.

**Question 2** - I have had electrical trouble for over four years. The dealer has tried to repair this but has no real idea where the problem is or how to fix it. They have tried working with the factory but they have been of no help and can not come up with any ideas to solve the problem. So far the car has had four starter motors counting the original.

**Question 3** - None. You just have to go by the sticker on the wind screen.

**Question 4** - My interest is mainly in the fuel consumption.

**Question 5** - No. The fuel consumption is close to the guide given on the screen.

**Question 6** - The service department has tried to solve the recurring fault. But have no real idea what causes the fault so have not been able to permanently repair vehicle.

**Question 7** - I have copies of most repairs but do not have access to all the technical reports shared between the dealer and the manufacturer.

**Question 8** - As above.

**Question 9** - We have pointed out to both the dealer and manufacturers of the vehicle that the car has had this fault since new and under the ACL we need a replacement or total refund. We are now in our eleventh week and look like having to take them to court to enforce the ACL at great expense to ourselves. Why is it so hard to get the dealer and manufacturers to come to the table and deal with their responsibilities under the ACL.

**Consumer 86-** Paul Sapountzoglou  
**Published anonymously?** - No

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**Question 1** - Very little information is provided to the individual consumer which I believe in itself is a major problem. You as the consumer are shown the door by the dealer or parent company and told to look up your rights as a consumer.

**Question 2** - My dealings with Fiat Chrysler Australia (FCA) in particular have been horrible. Whilst attempt to repair the car are often made, they take an absolute age and in many cases performed to a substandard level. Dealing with has been challenging to put it politely. When significant faults were poorly repaired under the control of the dealer Knox Jeep, I was not given a replacement or warranty even though I made it very clear that I did not want a car that they botched due to a warranty issue back. They essentially tried to extract an extra \$5000 deposit and an extra \$160 per month on my finance. I told them that was unacceptable and they just did not care. Ultimately I was without my car for about 5 months because it had to have a complete bare metal respray. We the consumer should not have to go through financial and emotional turmoil simply to get what we paid for. IT IS NOT GOOD ENOUGH, we need "lemon laws" now!

**Question 3** - Displayed on winscreen.

**Question 4** - Of little significance when you purchase a 6.4 Litre V-8.

**Question 5** - N/A



**Question 6** - Parts from FCA and Knox Jeep take an absolute age to arrive from overseas (on average 3 months) and on more than two occasions the incorrect parts were ordered! Most recently, I had to wait nearly 3 weeks for a \$145 part to arrive for another warranty repair to a leaking fuel pump. Meanwhile I am still expected to make my repayments.

**Question 7** - N/A

**Question 8** - N/A

**Question 9** - Yes, we need lemon laws now!

**Attachment A: Supplemental submission - Consumer 21– Bjorn Hedenberg**

Dear Diary,

It all started on New Year's Eve **Friday December 31<sup>st</sup> 2015**. It was a sunny day and my daughter and I decided to go to the beach, driving my KIA Optima Premium I bought in June 2012 which now had just over 90,000km on the odometer. I know this because I had the 90,000km service done by Parramatta KIA in early November who at that time also replaced the high pressure fuel pump under warranty after the engine light had come on and the car didn't behave normally.

On our way back home I noticed a strange knocking sound coming from the engine. I couldn't pinpoint what it was and I've never heard that kind of noise previously. It also wasn't knocking in sync with the revs. It was heard from about 1500 revs in low gear, and 2500 revs in high gear. When cruising in high gear and low revs there was no noise. No light came on so I wasn't too worried, but we were going past **Macarthur KIA dealership** where I bought the car on the way back anyway, so I thought I would drop in on chance to see if a mechanic was there to listen to the sound.

About 1km before I got there I had to stop at a traffic light. That's when I started hearing a metal grinding sound but still no warning light. During the 1km drive the car deteriorated further and I basically just made it there. They weren't officially open but there were people there and I left my key and contact number, then was told they would get back to me. I would later realise that the person I spoke to was in fact the service manager Steve.

On the following **Monday January 4<sup>th</sup>** I called them and was told they had a backlog of work and they would get to it later in the week. I thought that was fair enough.

On **Wednesday 6<sup>th</sup>** I get a call saying that after the initial check they have found metal in the oil sump. I asked what that means and was told they have to investigate further. I asked if that investigation would now continue straight away or if the car would be set aside for other booked jobs. I was told they would continue with it. I was now expecting a call on Thursday or Friday.

On **Monday 11<sup>th</sup>** I get a call from Joe who tells me it's serious and they will request warranty repair from **KIA Motors Australia (KMAu)**. I asked what the problem was but was told he didn't know. "Probably something with the top end", I was told. I'm not a mechanic and nor do I know what that means. I asked if it meant a full or partial engine replacement. Also, if a full engine replacement is required will it be brand new or a refurbished engine. He responded saying that it was all up to KMAu. I also asked how long he thought this might take, which he replied by saying he had had cases taking up to 7 week after having to import parts from overseas, by the couldn't be sure.

I then asked Joe about a courtesy car and was told none were available, but he instead suggested I contact KMAu and see if they can help. So I did and spoke to Naomi in customer service who told me she would get back to me before end of business the following day. Naomi did call me back the following day with an offer that KIA will reimburse me for a rental car for two weeks, which would be reviewed again after the two weeks to see if further rental is needed. Great! I appreciated that and I could now return the car I had borrowed from a relative for the past 2 weeks. I picked up the rental on Friday 15<sup>th</sup>.

On the same call Naomi also tells me that if an engine is required from overseas it will be air freighted to Australia. I was a bit blown away by hearing this as that would cost an arm and a leg. I was told they do that because they recognize the urgency as the customer is waiting to get the car back.

I met Joe when I dropped in to the dealership to retrieve a few belongings from the car on **Tuesday 12<sup>th</sup>**. The only news Joe had was that KIA had requested further information from them.

Since I haven't heard anything from the dealership all week, I called them on **Monday 18<sup>th</sup>** and I spoke to Joe's boss Steve this time. He tells me KIA had asked for additional information, and they completed that information on the previous **Friday 15<sup>th</sup>** and were about to send that to KIA that day. This investigation obviously took at least 3 days as Joe had already informed me on **Tuesday 12<sup>th</sup>** that KIA had requested it.

Steve also told me that he is dealing with **KIA Korea** because the cost of the warranty job is too high for KIA Australia to approve. He tells me he has checked and there is an engine available in Australia, and

his guys only need 2 days to put one in. That is after KIA approves the warranty work of course. He tells me I should have the car back no later than **Friday February 5<sup>th</sup>**.

My 2 weeks rental car is up so I need to contact Naomi again on **Thursday 28<sup>th</sup>** to get approval to extend the rental car another week. But first I call Joe at the dealership to find out where they are up to with the car. He now tells me that KMAU, after 24 days, discovered that the service book has not been stamped for the 90,000km service and asks for proof. The service was done by another KIA dealership in Parramatta. I go to Parramatta dealership to pick up a copy of the proof. From that dealership I learn that KMAU already have a copy of that service record. That dealership also thought it was strange that Macarthur KIA dealership had told me they are dealing with KIA Korea. This was unheard of for them and all their warranty dealings are with KMAU, no matter what the cost is. I email the proof to Joe and ask that he get back to me with an update on when I can expect the car.

Since I haven't heard back from Joe I sent separate emails to Naomi and Joe late afternoon on **Tuesday 2<sup>nd</sup> February** asking to call me on my mobile at any time to provide an update.

With still no response, I call Naomi on Wednesday afternoon **3<sup>rd</sup> February**. I was told staff were away in the customer service department, so they were being kept busy with that phones, and that she hasn't been able to get information from the District Parts and Service Manager (DPSM). Naomi said she would contact the dealership to get an update, then pass on the information to me later that day. I later received a call telling me the warranty will be approved, but there's some information missing in the form from Macarthur KIA that must first be correct. Information such as they have only requested 1 spark plug instead of 4, and had not filled in that they need oil. I asked what kind of warranty will be approved. Full new engine or something partial etc. Naomi promises to check tomorrow and get back to me. I also explained I need to extend the rental car and need something in writing that it's okay.

**Thursday 4<sup>th</sup> February**. I get an email from Joe saying, "Please forgive the lateness of my reply. Kia have asked us for yet more information regarding the repair needed, that was sent back to them late yesterday afternoon, so hopefully we will have a result shortly." Yeah I know, Joe. You guys forgot to request oil...

On **Thursday 4<sup>th</sup> of February** I also send an email to Naomi explaining that I'm done dealing with the dealership who will never return my calls or provide me any update on what's going on. I ask for KMAU's help to stay on top of this case and keep me updated. I also ask that she get back to me with the information I asked the previous day.

I get a response from Naomi the same day confirming - "The warranty claim has been approved this afternoon and I can confirm the claim is to replace the complete engine, it is not a rebuild. I have spoken with the parts warehouse and they have a complete engine in stock, so once the part is ordered it will be overnight delivery (business hours). I will speak with Macarthur Kia tomorrow with regards to repair time once the parts have been received. Once I have an ETA on the repair from Macarthur Kia, I will inform you of this."

**Wednesday February 10<sup>th</sup>** I have not heard anything so I send an email in the morning to Naomi asking for an update. A few hours later Joe from the dealership calls to let me know they are still missing some parts like hoses and gaskets. I ask him a few more questions and found out they didn't even have the engine there yet. I told him KIA informed me it was approved Thursday last week and the engine should be available overnight and if they ordered on Friday they should have seen the engine on Monday. He of course knew nothing of that. Not that I'm surprised...

I send another email to Naomi to approve yet another week for the rental car. I also explain that I am out pocket for this rental car and interest is ticking, and to ask if I can drop in to the dealership and get reimbursed for the \$1885 that I've incurred so far.

Naomi replies on **Thursday February 11<sup>th</sup>** - "I have been given the approval for the extension on the hire car for another week. The District Parts and Service Manager (DPSM) have given the dealership the

authorisation number for the \$1885.71 you have paid so far. Once the dealership has received the payment from KMAu, they will reimburse you. I am waiting on confirmation of the payment. From what I have been advised, the ETA on the repair is for late next week. Again, I will know more tomorrow or Monday.”

**Tuesday February 16th.** Joe calls to let me know the car is ready for pick up. I tell him I will pick it up the next day. I also send Joe a copy of the 5 weeks rental car cost of \$2357. I expected I would get reimbursed when I pick up my car.

**Wednesday February 17th.** I return the rental car and go to the dealership and pick up my car. Joe informs me they first need to be paid by KMAu before they will reimburse me for my rental car.

**Thursday February 18th.** I send an email to Naomi asking for help to get this reimbursement happening.

**Friday February 19th.** I’ve had no response so I try to call Naomi. I speak to Marty who explains to me that Naomi is away that week. Marty said he will speak to Naomi on Monday and I was promised I would definitely get a call on Monday. Marty’s lack of customer service skill and lack of understanding the customer’s concern astounded me. He offered no help at all and robotically repeated how fortunate I was that a rental car was provided as it was not part of the warranty agreement. He says that KMAu pay their dealerships by end of the month, and that’s their policy. No understanding at all that the customer is out of pocket due to an issue caused by KIA. It seems the KIA culture is not focused on trying to help make the customer whole again as a matter of urgency when they are being inconvenienced. Instead referring to internal processes and policies.

**Friday February 26<sup>th</sup>.** Still not a word from KMAu. Nothing. Just silence. I send another email asking for an update.

**Friday March 4th.** Still absolutely nothing, so I send an email asking for an update. In the email I also express how I feel about the disgraceful service I’ve experienced so far and the impression Marty left.

I get a response - “The authorisation for the payment has been given to the dealership and please discuss with Macarthur Kia regarding the reimbursement. The District Parts and Service Manager has sent an email to the dealership on 29/02 asking when this will be paid to you.

We are a small team of 4 that handles all customer enquiries/concerns Australia wide and approx. 130 dealers. I can assure you Marty was not intentionally unsympathetic, he is a wonderful customer service representative who is extremely mindful of our customers. We have worked together for over 6 years at Kia and I know he would not have meant to come across this way. As for the “great customer service you guys provide over there”, all I can say is we do strive to offer the best customer service we can, however there are times when call numbers and staff restraints can let us and our customers down. I apologise that there has been a delay in responding.”

I respond to Naomi that it’s been 4 days since DPSM asked the dealership and suggest a follow up would be needed.

I ring up the dealership and speak to the service manager Steve to find out when I will get paid, but I get the same kind of treatment there. He tells me KMAu paid them on the Tuesday and he has now requested their accounts department to send me the cheque. I’m being told it requires 2 managers signature because it is above his limit of \$1000 and there’s nothing more he can do to help. I ask when I will see it and am told “sometime in the next week or so”. I ask if I can pick up the cheque but I was told that’s not an option. They’re running a tight ship there only allowing the service manager to spend up to \$1000...And that’s a case where they have already been paid by KMAu. Once again a case of internal procedures/policies are getting in the way of servicing an inconvenienced customer.

Steve also had the nerve to tell me he wish that he never got involved in this case, as he had my car sitting in his work shop taking up space while he had to deal with KMAu. Like if a customer cares about their internal issues when dealing with their partners/suppliers. Not my problem whatsoever, call them to fix it instead of venting to your customer. Geez, where’s the professionalism dealing with customers?

Later that day I get an email from Naomi saying, "Steve (service manager) has advised the DPSM that he spoke with you today and advised that you should receive the cheque next week."

**Wednesday March 16<sup>th</sup>**. I still have not received my cheque. I send an email to Naomi highlighting that it's been a month since I picked up my car and still have not been reimbursed. I demand an answer that day about when I will get the cheque or a Fair Trading complaint will be lodged the next day.

I get a response from Naomi - "I have received a message from Steve Cartwright informing the cheque was posted to you yesterday, so you should receive it by the end of the week (changes to Australia Post's delivery make it hard to confirm exact day you will receive it)."

**Thursday March 17<sup>th</sup>**. I receive a check for \$1714 only, short \$642. I send an email to Naomi asking for explanation. I get a response from Naomi "I have spoken with Kia's District Parts and Service Manager (DPSM) to enquire why the full amount has not been paid to you. It appears the dealership have reimbursed the ex-GST amount. He has sent an urgent email to Steve Cartwright and the warranty clerk at Macarthur Kia to rectify this and also pay the outstanding amount owed. Once I have a response from the DPSM, I will inform you."

**Friday March 18th**. After 24 hours I send an email to Naomi asking for an update.

**Monday 21st of March**. Still no response. I send another email to Naomi asking for an update.

**Tuesday 22nd of March**. Still no response. I send another email to Naomi asking for an update and at least an acknowledge that someone is still working on getting me a reply.

**Wednesday 23rd of March**. Still no response so I decide to escalate this and call up Naomi's boss Stephen. He tells me he will look into this and someone will get back to you later today.

Finally receive an email from Naomi "The DPSM has spoken with Steve this morning and he has confirmed that the authorisation has been approved by Kia for the reimbursement of \$642.85. Steve advised he will try to fast track the payment to you, however he is bound by the dealership policies to only reimburse once they have received the payment from KMAu."

I reply to Naomi "I am still none the wiser of when I will see the payment. Please clarify the significance of "the authorisation has been approved". Is the authorization good enough for the dealerships' policies to now go ahead and process the payment to me, or do they need to receive the actual payment from KMAu? Your email below seems to indicate nothing will happen until they have received the actual payment. If the dealership is still waiting for the actual payment from KMAu before processing the payment to me, when will KMAu pay them? It seems to me that it is KMAu's policy to only pay the dealership by end of the month that is holding this up. Not the dealership."

I receive a response from Naomi "The significance of "the authorisation has been approved" means KMAu has allocated the funds to the dealer and it will be paid at the end of this month. As stated below, it is the dealership policy not to reimburse until they receive the funds from KMAu. As Stephen (my manager) mentioned to you, the dealers are paid in the middle of the month and at the end of the month, so this will be paid to the dealership at the end of this month.

I cannot advise when the payment will be made by Macarthur Ki and as stated Steve Cartwright is trying to fast track the payment, however he is governed by the dealership (who is privately owned) policies. Please speak with Steve Cartwright with regard to when payment will be made to you, as KMAu cannot advise on this."

The cheque finally arrived mid of April...

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I am completely gob smacked of how KIA and their dealership Macarthur KIA (part of Peter Warren Group) treat their customers. In 3 months they have managed to go from having a happy customer who always said he was pleased with the car if any one asked. To someone who now would never recommend anyone to buy a KIA, but instead tell them to stay away from the brand as far as possible. This with the worry that the car could break down again and having to deal with the same organization. All just because of extremely bad customer service.

It was clear already within days that it would be warranty repair, and a decision should have been done within a week. That is was a catastrophic engine failure was pretty obvious as metal was found in the oil sump and had been washed around the whole engine. However, it kept dragging on for 4 weeks with the concern to the customer during that time that KIA would try to get out of covering it. Well, I'm sure they were rubbing their hands together when they, after 24 days, discovered the missing service stamp, but less so when it was proven to have taken place and not by a backyard operation but by an authorized KIA dealership and they had no way of getting out of it.

Followed by stringing along the customer reimbursement for an out of pocket expense that the customer has incurred because of KIA's failed quality. Hiding behind internal processes and procedures on how they deal with their dealership partners. Even after they have acknowledged that they made a mistake by not paying the whole amount owed, it will take another month to rectify the mistake and reimburse the customer. All whilst the customer is incurring additional interest costs. Extremely poor customer service culture and simply outrageous conduct!