

Complaints - Proton Persona

Written by Administrator

Wednesday, 23 September 2009 11:12 - Last Updated Wednesday, 23 September 2009 11:18

I got my new car few months ago (5th May 09). It was the first day i got my new car Proton Persona, feel with happy and exciting, at night, I drove out to test my car with my friends and family members.

I had my supper at KK food court which located at Cheras, Taman Len Sen. After my supper, I tried to start my car, but cannot. I tried it for a few times, the engine starts for 10 sec, it broke down again. Within 24 hours, my new car broke down!! In this situation, I called my proton sales agent to come. Eventhough he arrived, but yet the car still cant start, nothing we can do, he called the tolling service. My car being tolled to Proton Service Centre which located at Jalan Chan Sow Lin.

The next day, i went to the Proton service centre, the mechanic said is just wiring problem, so the service centre change the "chip set" for my car. And ensure that the problem already solved. So on 7th May evening, I drove my car back.

Until today morning (8th May), I tried to start my car, again, it broke down! I cant imagine why a new car will have numerous problem. I contact my sales agent again, and my car was tolled to Proton Service Centre (Jalan chan sow lin). The service centre mechanic told me, they still cant figure out what is the problem, as this is a different problem with the 1st day problem. They request me to left my car at the service centre till next Monday.

I really feel disappointed and dissatisfied with Proton's car. I bought it within 24 hours, it broke down in the midnight, really horrible and bad quality. I wonder, does the QC department really checked the car carefully before they gave it to the customer? Does the car really pass the PDI?

NCCC Advise to consumers : In the event anyone faced a similar situation our advised will following;

In the event its happens at first day or within few months your good self discover any major defects or quality problems please make the complaint as soon as possile and get our advise to proceed with further steps.

Send a complaint to us " include any attachment "Take photo if necessary" which is relevant, illustrate your complaint in the chronological manner so that any authorities can understand the facts clearly.

As a consumer we have the right to received a product as promised and should meet the merchantible quality. A product which is produced to the customer should be in satisfactory quality and firt for the purpose. If its not then the consumer has all the right to demand for refund or replacement.

So complaint as soon as possible to enforce your rights against irresponsible merchants. Please refer to laws enacted below in order to protect consumers rights.

We would kindly like to draw your attention to The Consumer Protection Act 1999, Section 46 specifically states:-

46. Consumer's option of refund or replacement.

(1) Where the consumer exercises the right to reject goods conferred under this Act, the consumer may choose to have-

(a) a refund of any money paid or other consideration provided by the consumer in respect of the rejected goods; or

(b) goods of the same type and of similar value to replace the rejected goods where such goods are reasonably available to the supplier as part of the stock of the supplier, and the supplier shall make provision accordingly.

(2) A refund referred to in paragraph (1)(a) means a refund in cash of the money paid or the value of any other consideration provided, or both, as the case may require.

We draw your attention to

Complaints - Proton Persona

Written by Administrator

Wednesday, 23 September 2009 11:12 - Last Updated Wednesday, 23 September 2009 11:18

Section 16 Sales of Goods Act 1957 which states the following:-

16. ♦ Implied condition as to quality or fitness.

(1) Subject to this Act and of any other law for the time being in force, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except as follows

(a) Where the buyer, expressly or by implication makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he is the manufacturer or producer or not) there is an implied condition that the goods shall be reasonably fit for such purpose:

Provided that, in the case of a contract for the sale of a specified article under its patent or other trade name there is no implied condition as to its fitness for any particular purpose

(b) Where goods are bought by description from a seller who deals in goods of that description (whether he is the manufacturer or producer or not) there is an implied condition that the goods shall be of merchantable quality:

Provided that if the buyer has examined the goods, there shall be no implied condition as regards defects which such examined ought to have revealed.

(2) An implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade.

(3) An express warranty or condition does not negative a warranty or condition implied by this Act unless inconsistent therewith.

Ms. Matheevani Marathandan
Legal Executive/
Complaint Handling Manager
Pusat Khidmat Aduan Pengguna Nasional
National Consumer Complaints Centre (NCCC)
E-mail : vani@nccc.org.my