

In June 2010 i received my brand new Proton Persona Elegane - Bronze Garnet bearing registration BKS qqqq. Within one week 19/06/2010 i manage to drive up to 1000km and sent the car to be service at Proton Authorised Dealer - World Car Care at Seri Kembanagan. During the service i lodged a complaint
1) Abnormal sound from under the steering
2) Massive Engine Vibration while idle
3) Air cond tempearture is not functioning.
4) Normal service.
5) Radio is not clear eventhough tune to perfect station
i left the car for few hours to be corrected, upon returning the Service Agent told me its done except the abnormal sound which is needed to order the spare part from Proton HQ. I agreed for that and drove the car away. However while driving back after collecting the car, if found all the other problem still persist .
Due to i just started new work in Bukit Beruntung , i was unable to take leave to send the car again , instead waited for the 5000km service to lodged a complaint again. I went to World care Care again - 24/07/2010.

This time i complaint about
1) Air cond Temperature control not functioning
2) The abnormal vibration of engine /air cond compressor while the car in Idling mode.
3) Abnormal sound under steering (changed spare part)
4) Digital meter for petrol consumption per 100 km is not funticoning . (The reading showing the same perlitre usage)
5) Normal Service.
6) Right Hand driver side absorber is giving cranking sound.
I left the car again for few hours, when i got back to collect my car. The SA told me that
Complaint Number 1) Normal for proton car
Complaint number 2) Normal for Proton car
Complaint Number 3) Already changed the sparepart but cant solve it, they dont know what else to do and asked me to refer to Proton HQ. (What an answer from authorised service agent)
Complaint Number 4) Asked to refer to Proton Hq
Complaint Number 5) Done (Becasue its involved money)
Complaint Number 6) Told me its done but I found condition is still same when i drove back home.
While driving back home on 24th July I noticed another new problem. My ABS light keeps on appearing in my meter panel.
In August after checking my car thoroughly, I decide to call Proton I care to lodge official complaint about my entire problem around. Upon lodging a complaint, Proton I care Customer service referred me to Puchong Proton Edar . I was contacted by SITI , i told her that I will send the car when I come back from business trip.
On 30th August I went to Proton Edar Puchong Service Centre, one of the worst Service Agent attended me. Even before I can start to tell my entire problem, he said all this are normal for proton car and he can't do anything about that. When I told him that my ABS is problem and its regarding safety concern , he 'selamba' told me that their system rosak to check the ABS . He told me it's been faulty for 3 weeks already and not yet repaired so he told me can't do anything about it.
On the 30th with anger I stormed out the service centre and immediately called Proton I care.
I was attended by Ms.Lisa, she told me that they will investigate the case and call me back but to my despair Proton I care didn't call me back . Instead called them around 3.00pm and talked again to Ms.lisa, she told me that appointment fixed for me at COE Service Centre in Centre of Excellence Proton HQ on the 06th Sept 2010.
6th Sept 2010- Due to tight work schedule, requested my friend to bring the car to COE.
To my Unfortunate, there was no appointment made under neither my name nor my car number. Poor friend of mine had to wait for her turn until she was attended by the SA- Mr.DA.
She told the S/A all the problem , however the SA immediately told her that this week is Hari Raya week so we can't do much because many technician already on leave however he offered to repair the ABS, fuel meter digital info,

abnormal vibration while car is in idle or driving. The car was there for two days and today I received my car again.

My ABS still faulty, my fuel meter still spoilt, my car vibration is same as ever and of course all the other untouched problem still intact and newer problem found yesterday - Driver side lock broke.

Today I tried calling Proton I Care but no response from them. I need NCCC to help me to solve this problem. I notice day by day i'm having new problem in the car and i think this is due to manufacturing defect and proton negligence.

I have spend so much money and time to rectify this problem but seems it's so difficult for Proton to handle my case. If this car is having so much of faults , i just wish proton can replace me a new unit- because my car is less than 3 months on the road and worst still i dun use it every day because my work requirement to travel two weeks in a month therefore the car is just parked at home.I dont know what will happen if i drive it everyday.

Another point I would like to stress out here is , why the hell everyone in proton says will call me back to inform the status but no one actually doest that. In fact today I spoke to Ms.L again and she said will refer to Ms.M but to my unfortunate the PIC is on leave. By the way this is my second complaint regarding proton. Earlier I have send an email complaint regarding the mishandling of my car booking. Its in proton lcare record.

WHAT THE LAW SAYS & NCCC ADVICE

:

We would like to advise the consumers to really do some finding about the car comments and feedback from other consumer before we decide to purchase a product/get a service. Consumers has the right for information, choice and redress. The acts below is meant to protect consumers in the event the product received do not comply the acceptable quality, reasonably fit for the purpose or free from defects.

Besides the right for information a consumer has the right for redress that means if the product is to be found defective the manufacturer and the dealer/seller has to ensured the rectification takes place.

The industry and the suppliers has to ensure the product/service is in the acceptable quality and gives importance to consumer protection. We believe there is an urgent need for automotive tribunals/effectives measures need to be ensured to inspect the cars which is found to be defective and if yes the consumer has to received a fair redress on this case since cars are not cheap.

1.CONSUMER PROTECTION ACT 1999
</p> <p>Section 32. Implied guarantee as to acceptable quality

(1) Where goods are supplied to a consumer there shall be implied a guarantee that the goods are of acceptable quality.
(2) For the purposes of subsection (1), goods shall be deemed to be of acceptable quality -(a) if they are -
(i) fit for all the purposes for which goods of the type in question are commonly supplied;
(ii) acceptable in appearance and finish;
(iii) free from minor defects;
(iv) safe; and
(v) durable; and

(b) a reasonable consumer fully acquainted with the state and condition of the goods, including any hidden defects, would regard the goods as acceptable having regard to -
(i) the nature of the goods;
(ii) the price;
(iii) any statements made about the goods on any packaging or label on the goods;
(iv) any representation made about the goods by the supplier or the manufacturer; and
(v) all other relevant circumstances of the supply of the goods.

(3) Where any defects in the goods have been specifically drawn to the consumer's attention before he agrees to the supply, then, the goods shall not be deemed to have failed to comply with the implied guarantee as to acceptable quality by reason only of those defects.

(4) Where goods are displayed for sale or hire, the defects that are to be treated as having been specifically drawn to the consumer's attention for the purposes

of subsection (3) shall be defects disclosed on a written notice displayed with the goods.

(5) Goods shall not be deemed to have failed to comply with the implied guarantee as to acceptable quality if -

(a) the goods have been used in a manner or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would expect to obtain from the goods; and

(b) the goods would have complied with the implied guarantee as to acceptable quality if they had not been used in that manner or to that extent.

(6) A reference in subsections (3) and (4) to a defect is a reference to any failure of the goods to comply with the implied guarantee as to acceptable quality.

Section 33. Implied guarantee as to fitness for particular purpose

(1) Subject to subsection (2), the following guarantees shall be implied where goods are supplied to a consumer:

(a) that the goods are reasonably fit for any particular purpose that the consumer makes known, expressly or by implication, to the supplier as the purpose for which the goods are being acquired by the consumer; and

(b) that the goods are reasonably fit for any particular purpose for which the supplier represents that they are or will be fit.

(2) The implied guarantees referred to in subsection (1) shall not apply where the circumstances show that -

(a) the consumer does not rely on the supplier's skill or judgment; or

(b) it is unreasonable for the consumer to rely on the supplier's skill or judgment.

(3) This section shall apply whether or not the purpose is a purpose as to which the goods are commonly supplied.

Section 34. Implied guarantee that goods comply with description

(1) Where goods are supplied by description to a consumer, there shall be implied a guarantee that the goods correspond with description.

(2) A supply of goods is not prevented from being a supply by description by reason only that, being exposed for sale or hire, they are selected by a consumer.

(3) If the goods are supplied by reference to a sample or demonstration model as well as by description, the implied guarantees in this section and section 35 shall apply.

Section 35. Implied guarantee that goods comply with sample

(1) The following guarantees shall be implied where goods are supplied to a consumer by reference to a sample or demonstration model:

(a) that the goods correspond with the sample or demonstration model in quality; and

(b) that the consumer will have a reasonable opportunity to compare the goods with the sample or demonstration model.

(2) If the goods are supplied by reference to a description as well as by a sample or demonstration model, the implied guarantees in this section and section 34 shall apply.

Section 38. Manufacturer's express guarantee

(1) An express guarantee given by a manufacturer of goods which are supplied to a consumer shall bind the manufacturer to the extent specified in subsections (2), (3) and (4).

(2) An express guarantee in respect of goods given by a manufacturer in a document binds the manufacturer where the document is given to a consumer with the actual or apparent authority of the manufacturer in connection with the supply by a supplier of those goods to the consumer.

(3) An express guarantee which is included in a document relating to the goods and which appears to have been made by the manufacturer of the goods shall, in the absence of proof to the contrary, be presumed to have been made by the manufacturer.

(4) Proof that a consumer was given a document containing express guarantees by a manufacturer in respect of goods in connection with the supply of those goods to the consumer shall, in the absence of proof to the contrary, constitute proof that the document was given to the consumer with the authority of the manufacturer.

(5) For the purposes of this section, "express guarantee", in relation to any goods, means an undertaking, assertion or representation in relation to -

(a) the quality, performance or

characteristics of the goods;
(b) the provision of services that are or may at any time be required in respect of the goods;
(c) the supply of parts that are or may at any time be required for the goods;
(d) the future availability of identical goods, or of goods constituting or forming part of a set of which the goods in relation to which the undertaking, assertion or representation is given or made form part of; or
(e) the return of money or other consideration should the goods not meet any undertaking by the guarantor, given or made in connection with the supply of the goods or in connection with the promotion by any means of the supply or use of the goods.</p> <p>2. Sales of Goods Act 1957</p> <p style="padding-left: 30px;">Section 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.</p> <p>Ms.Matheevani Marathan
National Consumer Complaints Centre (NCCC)</p>