

## REFUND AFTER 10 YEARS.

Written by Administrator

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I booked a car back in 2001 with a booking fee of RM3, 000. I book a Hyundai car model Elantra 1.8 on 27th August 2001 with a deposit of RM3, 000. The salesman took my booking. Just before the booking, I enquired with the salesman if I change my mind, will I be able to get my refund back and he said Yes and should not be an issue. So I went on to sign the booking form. Just a week later from the date of booking, I was struck with a financial difficulty. At this time, I decided to cancel my booking where I approached the same salesman and he said that he is unable to refund my deposit and it will stay with the company until I decide to purchase a car from Hyundai. At that time, I thought it would be fine so I left it with Hyundai. After 2 years, I decided I may as well write to Hyundai to request for a refund as I did not have any intention to buy a Hyundai car. On 27th August 2003, I wrote a letter to requesting for a refund. I came to know that the salesman was not working there anymore. I did also see the Manager and explain to him but he did not want to entertain me and kept on saying he could not do anything about it. So I left it as it is.

Then on 20th April 2006, I wrote another letter for my refund request but this time I wrote and fax to their Headquarters, providing the copies of last letter wrote in 2003, the Acknowledgement of Booking form and last invoice received in December 2001. In the meantime, I did check with other Hyundai outlets and they have told me that Hyundai does not have the authority to hold back my booking fee. The money (booking fee) belongs to my and not to Hyundai. I have been patience for the last 10 years and been waiting to hear from them but failed. I am very unsatisfied with the customer service and a well known car company doing this. I feel that they have cheated me, been untruthful and greedy for sales. I did not receive any acknowledgement from the branch nor their main branch. I hope you can settle this as it has been very long.

Thank you

**NCCC ADVICE AND SUCCESS**

Where the consumer exercises the right to reject goods, according to Section 46 of the Consumer Protection Act 1999, he/she is able to get a refund of any money paid. The complainant successfully obtains his refund of RM 3,000 from the seller after 10 years.

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