NSW Civil & Administrative Tribunal

Consumer & Commercial Division

Application Form

File Number: MV 23/44832
Date Lodged: 04/10/2023
Amount Paid: $310.24

Applicant Details

Applicant:	Ellen Gallo
Address:	[redacted]
Daytime Phone Number:	[redacted]
Email:	[redacted]
Fax:	

NCAT Related File Numbers

Application Details

Postcode where motor vehicle was purchased, repaired or work carried out :	2259
Suburb:	WYONG
State:	NSW
Date of supply, repair, work carried out of Motor Vehicle:	12/08/2020
Dispute in Relation to:	Defective/Faulty New Cars
Referral:	NSW Fair Trading,
Motor Dealer's/Motor Repairer's Licence Number:	MVRL 13351
Other Court:	

Respondent Details

Respondent:	Houma Holdings Pty Ltd
ACN:	002 590 758
Address:	170 Pacific Hwy WYONG 2259 NSW Australia
Daytime Phone Number:	02 4353 1122
Email:	reception@brianhilton.com.au
Fax:	02 4351 2241

Order/s Sought

An order to pay me the amount of $48975.00

Reasons for the Order/s

The ongoing problems with my vehicle, include a failing audio unit, amplifier, parking sensors, wiring loom, and a potentially problematic starter motor, appear to constitute a major failure. Despite my consistent reports of these issues, they have not been resolved within a reasonable timeframe, thus affecting the vehicle's functionality and my use of it. I understand that in such situations, I, as a consumer, am entitled to my choice of a remedy, which in this case, I am seeking a full refund for the car.

During at least two of the recent services/repairs, I reported the starter motor struggling to start the car intermittently – this was not noted on any of the job sheets and has been dismissed as an issue and not looked into.

Despite providing ample opportunities and substantial time to address and resolve these problems, the vehicle is still not in the condition that was originally promised at the point of purchase.

I have been promised multiple times that the issue has been identified and fixed - blown fuse, software update, audio unit replacement, external amp replacement - yet nothing has worked, so I have serious doubts that the wiring loom replacement will fix the issue.

Timeline:
I purchased a new car from Houma Holdings Pty Ltd trading as Brian Hilton Motor Group (the dealer) on 15/11/2018.

The car was taken to the dealer for electrical / parking sensor issues on 29/07/2020. The dealer replaced the sensor assembly, and broke some of the trim whilst doing this.

The car was taken to the dealer for the infotainment unit cutting out and not working, with the screen constantly flashing on and off on 12/08/2020. The audio unit was scheduled to be replaced, but only a fuse was replaced. The audio unit was left unchanged, and the issue persisted. The damaged trim was fixed at this time.

The car was taken back to the dealer multiple times after this, however as the issue was intermittent the dealer would not look at the issue if it wasn't happening at the time, and I was told to bring it straight in next time it happened. This happened multiple times.

The car was taken back to the dealer on 29/08/2021 for faulty parking sensors again, all sensors and the wiring harnesses for the sensors were replaced. The front bumper was damaged during this repair.

The car was taken to the dealer for a service on 18/11/2021, and again to check the faulty infotainment unit. The software on the infotainment unit was updated, but the issue persisted. Advised we needed to get a video of the issue before they would look at it

again.

The car was taken back to the dealer on 23/12/2021, with a video recording of the issue as requested. Advised new unit on order with a 6 month eta for delivery.

November 2021 - February 2022, The audio unit issue remained unresolved and was reported to the dealers service department multiple times.

March - September 2022, Despite multiple follow-ups, there was a lack of response and updates on the status of the back-ordered audio unit.

The infotainment unit was finally replaced on or around 6/12/2022 after about 11 months of followups and waiting, it failed whilst driving off the dealers lot, and reported via phone call the next morning. The vehicle was taken back a few days later for further diagnostic work.

January - March 2023: Further follow-ups and a period of testing, it was determined that the external amplifier was faulty and needed to be replaced. The part was ordered with an advised delivery time of six weeks.

Further diagnostic was requested beginning of March 2023, and the car was in the dealer workshop for about a week.

Around the start of May 2023, the dealer replaced the amplifier but again didn't fix the issue – the problem was still happening as soon as I turned the car on (again, it had apparently been tested and confirmed working). I went straight back in to the service department to advise that the issue hadn't been resolved. One of the technicians came for a drive to see what was going on and then the service department advised that they'd need to book it in for further testing once again.

Near the end of June 2023, the dealer advised that the entire vehicle wiring loom was to be replaced as it was suspected faulty.

Due to the issues with the car, the length of time taken, and the lack of resolution after 3 years, on the 29th of June 2023 I submitted via email a request for a full refund for failures to meet the Australian Consumer Guarantees with regards to the length of time taken to repair the vehicle, along with now requiring the replacement of the entire wiring harness.

The dealer acknowledged this request and promised that it was being taken seriously and would be discussed by Kia within a reasonable time.

I was not provided updates proactively during this period and had to keep reaching out to the dealer for updates.

After 12 weeks, the dealer is now pressuring me to try and have the vehicle repaired and has completely ignored and dismissed without comment my request for a refund, and completely ignored obligations under consumer guarantees.

Extension of time

Time limits apply to certain orders. An extension of time to lodge an application outside the time limit may be granted in special circumstances. Note: If an extension is not granted, the application may be dismissed because it is out of time.
Do you require an extension of time? Yes

I rejected the repair and requested a refund on 29/6/2023.

During the first 6 weeks, the dealer advised us that Kia was looking at the issue and discussing as a high priority. At the 12-week mark, they started pushing repairs and dismissed my request without reason, which is when I started looking into NCAT. I was not aware there was a 3 year limitation from the start of the issue and I feel like the dealer was stringing me along until it hit that point.

The issue is ongoing and has not been resolved.

Special Needs

Author

I, Ellen Gallo, verify the accuracy of the information contained in this application