



(Disputes Tribunal Act 1988)
ORDER OF DISPUTES TRIBUNAL

District Court

[2023] NZDT 432

APPLICANT **XD**

RESPONDENT **G Ltd**

The Tribunal orders:

The claim is dismissed.

Reasons:

1. XD purchased a new G Ltd campervan in [Overseas Country] from [Caravan Company] and imported it into New Zealand. Prior to importing the campervan, XD asked G Ltd [Overseas Country] about the warranty that came with the van and was told that it would be valid in New Zealand. XD has since been told by [G Ltd NZ] that the warranty does not extend to use in New Zealand. Whilst on a recent trip, a warning light came on, and after investigation he discovered that the injectors were faulty. XD has since researched and found that this is a common problem with these vehicles, and that there are customer satisfaction programs under which the injectors are being replaced.
2. XD claims the sum of \$4,000.00 for the lack of warranty, cost of repairs, and his time.
3. The issues to be determined are as follows:
 - a. Is G Ltd liable to provide a warranty?
 - b. Is G Ltd responsible for replacing the injectors?

Is G Ltd liable to provide a warranty?

4. XD explained that the campervan was sold to him in [Overseas Country], with a warranty on the cab and chassis from G Ltd, and a warranty on the campervan body from [Caravan Company]. He said that he phoned [G Ltd Overseas Country]'s helpline prior to importing the vehicle into New Zealand and was told that the warranty would be valid in New Zealand. However, when he asked G Ltd NZ about the warranty, he was told that G Ltd NZ does not provide a warranty on privately imported vehicles. XD questioned this in the hearing, asking why G Ltd NZ is not honouring the warranty.
5. G Ltd NZ's representative, ND, stated that G Ltd NZ was not involved in the sale of the vehicle, or its import into New Zealand. He said that there is not a global warranty scheme for G Ltd vehicles. ND explained that [G Ltd Continent] (which includes [Overseas Country]) does have a warranty scheme for vehicles sold and used in that region. He said that a warranty from [G Ltd Continent], which is facilitated by G Ltd NZ, is provided for vehicles imported into New Zealand under an agreement with approved dealerships, but there is no such provision for private imports.

6. XD argued that G Ltd NZ is a subsidiary of G Ltd [Overseas Country 2], a company registered in [Overseas Country 2], as that company owns all the shares in the NZ company. While the shareholder is an overseas company, G Ltd NZ is a registered company and a legal entity separate from its shareholder. G Ltd NZ was not involved in the purchase or import of the vehicle, so has no obligation to honour any contractual warranty given by other companies even if they have shareholders or other factors in common. ND also pointed out correctly that as G Ltd NZ neither supplied nor manufactured the vehicle, it does not have any obligations under the Consumer Guarantees Act 1993 in relation to the vehicle.

Is G Ltd NZ responsible for replacing the injectors?

7. While XD was travelling in the campervan a warning light came on. When the vehicle was taken for diagnosis, it was found that three of the four injectors had failed. At the hearing, XD explained that this is a known fault with these vehicles, and that while there has not been a recall there are customer satisfaction programs in which they have been replaced free of charge for customers.
8. ND acknowledged that there had been issues with tip corrosion when the engines were not run long enough to heat up, so condensation formed. He said that there was a program for replacing them in [Continent], but not in New Zealand. Even if there were such a program, it is not proven that XD's would be entitled to have his vehicle fixed under it. There is no contract between the parties, and G Ltd NZ is neither the supplier nor the manufacturer so does not have to meet the guarantees provided by the Consumer Guarantees Act 1993.

Conclusion

9. For these reasons the claim is dismissed.

Referee: K Rendall

Date: 23 August 2023



Information for Parties

Rehearings

You can apply for a rehearing if you believe that something prevented the proper decision from being made: for example, the relevant information was not available at the time.

If you wish to apply for a rehearing, you can apply online, download a form from the Disputes Tribunal website or obtain an application form from any Tribunal office. The application must be lodged within 20 working days of the decision having been made. If you are applying outside of the 20 working day timeframe, you must also fill out an Application for Rehearing Out of Time.

PLEASE NOTE: A rehearing will not be granted just because you disagree with the decision.

Grounds for Appeal

There are very limited grounds for appealing a decision of the Tribunal. Specifically, the Referee conducted the proceedings (or a Tribunal investigator carried out an enquiry) in a way that was unfair and prejudiced the result of the proceedings. This means you consider there was a breach of natural justice, as a result of procedural unfairness that affected the result of the proceedings.

PLEASE NOTE: Parties need to be aware they cannot appeal a Referee's finding of fact. Where a Referee has made a decision on the issues raised as part of the Disputes Tribunal hearing there is no jurisdiction for the District Court to reach a finding different to that of the Referee.

A Notice of Appeal may be obtained from the Ministry of Justice, Disputes Tribunal website. The Notice must be filed at the District Court of which the Tribunal that made the decision is a division, within 20 working days of the decision having been made. There is a \$200 filing fee for an appeal.

You can only appeal outside of 20 working days if you have been granted an extension of time by a District Court Judge. To apply for an extension of time you must file an Interlocutory Application on Notice and a supporting affidavit, then serve it on the other parties. There is a fee for this application. District Court proceedings are more complex than Disputes Tribunal proceedings, and you may wish to seek legal advice.

The District Court may, on determination of the appeal, award such costs to either party as it sees fit.

Enforcement of Tribunal Decisions

If the Order or Agreed Settlement is not complied with, you can apply to the Collections Unit of the District Court to have the order enforced.

Application forms and information about the different civil enforcement options are available on the Ministry of Justice's civil debt page: <http://www.justice.govt.nz/fines/about-civil-debt/collect-civil-debt>

For Civil Enforcement enquiries, please phone 0800 233 222.

Help and Further Information

Further information and contact details are available on our website: <http://disputestribunal.govt.nz>.