

COMPLAINT NUMBER	21/031
ADVERTISER	Suzuki NZ
ADVERTISEMENT	Suzuki, Website
DATE OF MEETING	1 February 2021
OUTCOME	No Grounds to Proceed

Advertisement: The Suzuki website advertisement promote their 5 year warranty package which includes a 3 year new vehicle warranty and a 2 year powertrain warranty extension.

The Chair ruled there were no grounds for the complaint to proceed.

Complaint: I have recently agreed to purchase a Suzuki vehicle, and had included the brand in my shortlist due to them offering a 5 year warranty on new vehicles (i.e. I excluded brands that only offered 3 years, as 5 years is not at all uncommon, so plenty to choose from). Since agreeing to buy the vehicle, I have noted that in fact it is NOT a 5 year warranty, but a "5 year warranty package" - which means a 3 year warranty, plus an extra 2 years on the powertrain ONLY. Powertrain is not defined, but restricting the warranty to that element only is exclusive (i.e. excludes some other, also undefined, elements that were covered by the 3 year warranty).

I find this highly misleading: The heading announces 5 years warranty, as does the logo. It is only by reading the fine print that you make the unfortunate discovery that it is not true. And indeed I was misled in the sense that I would have neither shortlisted Suzuki, nor agreed to purchase a vehicle had I been aware that it was not a full 5 year warranty as the heading suggested. Car sales is a murky area of half truths at the best of times, and I believe manufacturers need to be held to a higher standard of truth and transparency than this.

The relevant provisions were Advertising Standards Code - Principle 2, Rule 2(b);

Principle 2: Truthful Presentation: Advertisements must be truthful, balanced and not misleading.

Rule 2(b) Truthful Presentation: Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission, false representation or otherwise. Obvious hyperbole identifiable as such is not considered to be misleading.

The Chair noted the Complainant's concern the advertisement is misleading to quote a 5-year warranty when the offer is a 3-year warranty and a 2-year powertrain warranty extension.

The Chair carefully reviewed the advertisement and said the likely consumer takeout from the advertisement when viewed in its entirety is that Suzuki has a 5-year warranty package which comprises of 3 years cover for the entire vehicle and a 2-year warranty for the powertrain system.

The Chair said the use of the phrase “warranty package” in the heading indicated to consumers that there are different components to the offer. She said an explanation of what the warranty package entailed appeared directly under the heading and was not hidden or hard to find.

The Chair noted a powertrain warranty covers the main components of the vehicle’s propulsion system. These are typically a vehicle’s largest and most expensive components and equivalently can be the most expensive parts to repair or replace.

The Chair noted new cars are a major purchase and consumers in the market for a new vehicle are likely to research additional information after seeing the advertisement and before making a purchase.

The Chair said the advertisement was not likely to mislead or confuse consumers given that all the necessary information was included in the body of the advertisement. The Chair said the advertisement did not meet the threshold to breach Principle 2 or Rule 2(b) of the Advertising Standards Code.

The Chair ruled there were no grounds for the complaint to proceed.

Chair’s Ruling: Complaint **No Grounds to Proceed**

APPEAL INFORMATION

According to the procedures of the Advertising Standards Complaints Board, all decisions are able to be appealed by any party to the complaint. Information on our Appeal process is on our website www.asa.co.nz. Appeals must be made in writing via email or letter within 14 calendar days of receipt of this decision.