

## **ANALYSIS OF 3/20/2013 PHILIPPINE INQUIRER ARTICLE**

My 15 minutes of fame, and I forgot to put on a pair of shoes!

# Sport utility vehicle owner, dealer in a legal tug-of-war over warranty

By Tessa R. Salazar

**F**OR SEMI-RETIRED American businessman Julian Cohen, living in the Philippines for the past 9 years had been bliss—until he found himself at odds with the official vehicle distributor of his 2008 turbocharged Japanese SUV brand.

That tiff over his SUV—one of three cars he maintains in the country—has resulted in Cohen filing a court case yesterday (March 19) at the Regional Trial Court of San Juan against its foreign representative, Philippine distributor and the Pampanga dealer.

At the core of this case is the vehicle's warranty. In Cohen's complaint, the owner's manual (issued by the car manufacturer in Japan) requires the first oil change at the 12,500-km mark of the odometer, or after the first year. However, a separate service booklet issued by the Philippine distributor states the vehicle requires three oil changes: at the 1,600-km, 5,000-km and 10,000-km odometer mark.

## Surprised at policy

Cohen alleged that the service manager of the Pampanga dealership insisted that his SUV was no longer covered by warranty because the vehicle's service booklet did not bear the 1,600-km, 5,000-km, and 10,000-km service stamps.

Cohen argued in his complaint that the owner's manual for his SUV stated the policy differently. "I was surprised the dealer's policy required three oil changes before 12,500 km.

Now where did that come from?"

The dispute sounds simple enough. But there's a back story to this.

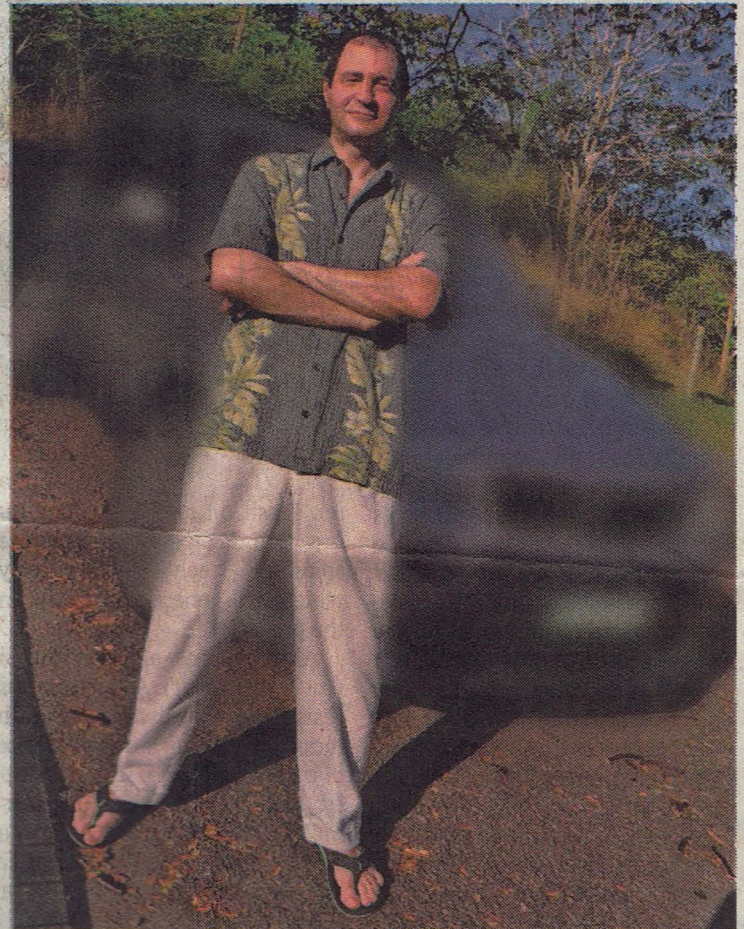
Cohen stated that he bought this SUV from a car enthusiast sometime in August 2011. According to documents given by the first owner to Cohen, this vehicle came with a transferable

three-year warranty issued by the Philippine distributor. This warranty supposedly expired in March 2012. This meant that the first owner bought the vehicle brand new from its main showroom in Metro Manila in March 2009.

## Follows every instruction

Cohen describes himself as a conscientious vehicle owner who followed owner's manuals to the letter. "Since I live in Subic, I had my SUV serviced at the nearest authorized dealer in Pampanga soon after buying the SUV in August. However, since the Pampanga dealership did not carry the required oil weight of 5W-30 or the comparable oil weight of 10W-30 as required or recommended by Page 11-19 of its service and warranty booklet, I was forced to buy the suitable oil from a mall."

The vehicle's service history indicates that the oil was changed every 12 months. The



**THIS FEISTY American is still smiling as he 'rages against the corporate machine.'**

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first owner had the oil changed at the 12th month, while Cohen had the oil change at the 24th and 36th months.

Sometime during the latter part of March 2012, Cohen said he heard knocking sounds in the engine, and multiple warning lights went up in his dashboard. When he brought the SUV to the Pampanga dealership expecting the vehicle to be still under warranty, the service crew assessed that the turbo charger needed to be replaced, and that he would have to pay for the cost of parts and repair be-

cause the vehicle was no longer covered by warranty.

Frustrated, Cohen wrote to the manufacturer's Tokyo headquarters. Soon after, Cohen said he received a letter from the distributor's lawyers threatening him with a criminal lawsuit should he not "apologize" and "make arrangements to compensate" the distributor.

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