



U.S. Department
of Transportation
National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4238)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100184

Date Received
DEC -2 AM 6:16
28-OCT-2003

Repository ☐
Reference No.
10044870

OWNER INFORMATION (Type or Print)

Name [REDACTED]
Address [REDACTED]
City DELRAY BEACH State FL Zip Code [REDACTED]

Daytime Telephone Number [REDACTED]
Evening Telephone Number [REDACTED]
Email Address [REDACTED]

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.
Signature of Owner [REDACTED] Date 11/9/03

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
1FDJS24F0THA72767
Make FORD Model ECONOLINE 350 Model Year 1996
Engine: Diesel
No. Cylinders 8 Fuel Type: Diesel
Date Purchased Feb 1996 Dealer's Name and Telephone Number 954 851-9000
TERRY Ford/Sawgrass Ford
Original Owner ☒ Dealer's City Pompano Beach State FL Zip Code 33069
Transmission Type auto Antilock Brakes ☒ Powertrain
Cruise Control ☒ Vehicle Component Code diesel
073200 FUEL SYSTEM, GASOLINE; FUEL INJECTION SYSTEM: INJECT
Multiple Failures: 4

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s) 19-MAY-1998 Failure Mileage ~ 40000 Failure Speed 60
IDM module gets wet and corrodes causing unpredictable instant power loss

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make [REDACTED] Tire Model (Name or Number) [REDACTED] Tire Size (Example P215/65R15)
DOT No. (Example: DOTM16BAC038) Original Equipment ☐ Prior Repair ☐ Failure Location: [REDACTED]
Tire Component Code [REDACTED] Tire Failure Type [REDACTED]

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: [REDACTED] Date Manufactured: [REDACTED] Model No./Name: [REDACTED]
Seat Type: [REDACTED] Installation System: [REDACTED]
Child Seat Component Code: [REDACTED] Failed Part: [REDACTED]

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash ☐ Yes ☒ No Fire ☐ Yes ☒ No
Number of Persons Injured 0 Number of Deaths 0 Reported to Police N

Narrative Description of Incident(s), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure;
i.e. parts repaired or replaced (and if old part is available).

WITHOUT ANY WARNING THE VEHICLE STALLED ON THE HIGHWAY WHILE DRIVING 60 MPH. THE INCIDENT OCCURRED FOUR TIMES SINCE THE CONSUMER HAS OWNED THE VEHICLE. VEHICLE HAS BEEN TOWED TO THE DEALER, WHO INFORMED THE CONSUMER THAT THE INJECTOR DRIVER MODULE WAS THE PROBLEM. THIS MODULE WAS POSITIONED IN A WAY THAT MOISTURE COULD SEEP IN, CAUSING THE VEHICLE TO STALL AND CORRODE. IDM module to fail and unpredictably cause the vehicle to stall.
Complaints to Ford and copies of repair invoices enclosed.
Response from dealer and manufacturer has been poor.

Include, if available, Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

The Privacy Act of 1974, Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

[REDACTED]
Delray Beach, Florida
Phone [REDACTED] Fax (561) [REDACTED] Email [REDACTED]

To: Mike Jordan, Service Manager
Maroone Ford
1333 N Federal Hwy
Ft Lauderdale, Florida 33304 1427

Via FAX and Mail 954 390 6592

October 22, 2003

Ref: Letters 9/23/03, 10/7/03, 10/21/03, 10/22/03 and my visit of Thursday 10/24/03 with reference to our 1996 Econoline diesel with IDM problem.

Dear Mike,

On last Thursday I visited you to show you the failed IDM with water dripping out of it after I cut the sealant away, exposing the inside. This, in combination with my explanation and your verification with your technician Bob Mathis made you agree that a defect existed.

As a result, you called Ford motor Co. and on Friday, the next day, you called me back to confirm that Ford Motor Co. knew that a defect existed and had a repair kit available to solve the problem and that you would install it free of charge.

I then called you back to ask about compensation for all repair invoices we had incurred as a result of this defect because clearly, the defect existed since the vehicle was new. You asked me to fax you copies of these invoices for submittal for reimbursement. I told you then that you had two sets already in your possession, one faxed and one mailed with my letter of 9/23/03. You asked me to send it again anyway and I complied.

My calls of Monday and yesterday to find out if you received them in proper order have as yet gone unreturned.

Therefore, to ensure that you get them I have once again attached them with this letter

Sincerely,

[REDACTED]

Attached: invoices for 4 IDM repairs.
CC: American Express

P.S. You must not have read my earlier correspondence, referenced above or you would have already known that a defect exists and you would have known that you already had copies of the invoices you requested.

[REDACTED]
[REDACTED] Delray Beach, Florida [REDACTED]
Phone [REDACTED] Fax (561) [REDACTED] Email [REDACTED]

To: Mike Jordan, Service Manager
Maroon Ford
1333 N Federal Hwy
Ft Lauderdale, Florida 33304 1427

October 22, 2003

Ref: Letters 9/23/03, 10/7/03, and 10/21/031, 996 Econoline diesel with IDM problem

Dear Mike,

Referring to yesterday's telephone call, you explained to me that failure of the Injector Driver Module was due to "shorting of the injector", which causes the IDM to fail, which is in addition to the persistent corrosion problem that caused earlier failures. You explained that nothing more could be done and that returning the vehicle for final repair attempt was not needed.

DENIAL OF DEFECT BY DEALER:

You stated that, since the vehicle is running at present, there is no further purpose in having the vehicle brought in, because you would not be able to do anything to correct the defect.

It is apparent that you are not familiar with the details of the IDM problem, nor with the potential solutions. Your refusal to look at the vehicle any further in fact denies that a problem exists.

I will explain to you in the following paragraphs why a defect does exist.

I have written two letters with specific questions as to the IDM problem and the charges you made on your invoice and they go as yet unanswered.

You never responded to my phone calls or letters until forced to by Ford Motor Co. because I took my complaint directly to them.

You have ignored my request for help in trying to get compensated for the costs incurred as a result of having to replace the IDM four times at my expense.

PROOF OF DEFECT:

As Ron Stultz, your service adviser, is on vacation, I have spoken directly with Bob Mathis, your technician familiar with the IDM failure problem who did the repair. He identified the failure as the entry of moisture through a vent hole, present in all IDM's. The placement of the IDM physically in the vehicle is in a location prone to have splash water from the hood drain directly hit the IDM. The mounting of the IDM in the vehicle is such that water, captured between the IDM and the mounting surface, places the vent in direct contact with water when it rains, causing water instead of air to enter the IDM, when it cools off after engine shut-off. Proof of the water capture is clearly visible in the form of corrosion on the back surface of the failed IDM that was removed from the vehicle during the last repair and was given to me by Bob Mathis.

He also told me that Ford in subsequent model years moved the IDM to a different location in order to avoid this problem. This confirms that a defect exists. This also confirms that a defect existed since the vehicle was new and under warranty and that Ford Motor Co. knew about it.

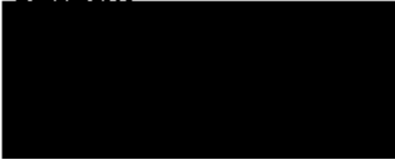
Bob Mathis also discounted your explanation that the failure was due to shorting of the injector.

It appears that you are not familiar with problems, that your own subordinates know the reasons for and Ford Motor Co. is certainly aware of.

It must be clear from the above that a repair to this defect can be done and I insist that it be done in short order so that the newly installed IDM does not fail again.

I ask you at this time to consult with Ford Motor as to the solution to this problem and effect it and honor my request for compensation with relation to the repeated IDM failure as per my letter of 9/23/03.

Sincerely,



CC: American Express

P.S. Your explanation of the labor charge of 2.5 hours as per your invoice 859541 does not hold up as in 1998 your mechanic Steve Michelson found the correct solution and repair in less than one hour. (see invoice W38701, attached to my letter of September 23 2003)

Fax

Delray Beach, Florida

Phone

Fax

Email

To: Mike Jordan, Service Manager
Maroone Ford
1333 N Federal Hwy
Ft Lauderdale, Florida 33304 1427

October 21, 2003

Ref: Letter 9/23/03 and Letter 10/7/03, 1996 Econoline diesel with IDM problem

Dear Mike,

This is to confirm that you called me on Saturday, October 18, 2003 asking for more time to discuss the defect with Ford Motor Co. and that I offered to bring in the vehicle Monday October 20 for a final repair effort. You confirmed that you would call me back by Wednesday October 22 to let me know when to bring the vehicle in.

This also confirms that, other than the above phone call, regarding the appointment, you have not responded in writing or by phone to any of the issues raised in my letters of September 23 and October 7, 2003.

To provide you with earlier information regarding the Injection Driver Module, attached is a letter to Terry/Sawgrass Ford in 1998 regarding the IDM defect and asking for reimbursement of the "deductible" since the defect existed since the new vehicle was delivered and the results of the defect are not experienced until much later, when the vehicle is out of warranty.

American Express has been informed of this matter.

Sincerely,

Attachment: letter to Sawgrass Ford, August 11 1998

CC: American Express

[REDACTED]
[REDACTED] Delray Beach, Florida [REDACTED]

Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

To: Mike Jordan, Service Manager
Maroone Ford
1333 N Federal Hwy
Ft Lauderdale, Florida 33304 1427

Fax [REDACTED]

October 7, 2003

Ref: Letter 9/23/03, 1996 Econoline diesel with IDM problem

Dear Mike,

Since you were unable to call me back, despite my invitation to do so in my letter of September 23, Ron Stultz' promise that you would, and my voice mail of 10:45 AM on October 3, I am writing this letter.

Since I have paid \$ 225 for labor covering "diagnostic testing" I would like to know what it is that the mechanic does for all that time, especially since the outcome of 2.5 hrs of work could not determine the exact nature of the fault, as three possibilities were mentioned by Ron, one of them being the IDM.

In the second repair, done by Maroone, it took your mechanic Steve Michelson less than 30 minutes (see INV W38701) using diagnostics to find the problem and another 30 minutes to replace the IDM.

My local mechanic took 15 minutes to come up with the Error Code which suggested problems in the electronic control system but he could not identify the exact problem. The error code was passed on to Ron when the van was brought in.

After your 2.5 hours of diagnostic testing Ron came up with a similar answer. Since he did not know the precise problem, he changed the lowest cost component of the three possibilities.

So I want to know what your mechanic did for 2.5 hours as it appears he could not find an answer any better than my local mechanic.

I also would like to receive the damaged IDM for further independent investigation.

We have several colleagues who drive vans with the same engine and they have not experienced any problems with their IDMs, so it is obvious that this engine has a defect that causes IDM's to fail repeatedly.

It is obvious that Maroone Ford is not interested in or capable of fixing this defect. You also have not involved Ford Motor Company to try and solve this problem.

At this point, after historic experience with four failed IDMs, it is safe to project that in the future, the IDM will once again fail, a problem we now know exists but you have not fixed.

We ask at this time that you provide us with a written response within a reasonable time, wherein you provide the asked for information regarding the labor charge and that you revisit our letter of September 23 and respond positively to the remedies suggested.

Sincerely,
[REDACTED]

CC: Office of the Attorney General, The Capitol, Tallahassee, FL 32399 1050

[REDACTED]
Delray Beach, Florida
Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

To: Mike Jordan, Service Manager
Maroone Ford
1333 N Federal Hwy
Ft Lauderdale, Florida 33304 1427

September 23, 2003

Dear Mike,

We are having a persistent problem with our 1996 Econoline 350 Diesel conversion van. The Injector Drive Module (IDM) has just failed for the fourth time.

Our service adviser Ron Stultz takes care of us very well and he supported my suggestion that I write to you to see if Ford would compensate us for what is apparently a chronic defect with the IDM.

Enclosed are the four invoices covering four replacements of the IDM. These are not the only costs incurred whenever the IDM fails but also a mis-diagnosis as a result of ambiguous diagnostics signals generated by your test equipment.

1) The first Failure at 39500 miles was repaired on Nov 12 1997 by Tamiami Ford in Naples, Florida under warranty, but still at the "deductible" charge of \$ 106.

2) The second repair of the IDM took place at Maroone Ford on Aug 4, 1998 at a mileage of 54000. Your Mr. Brunelle, the service adviser at that time, told us that the IDM was placed in the engine compartment so that water would splash on it as the cause of the failure was corrosion. He said that the problem was fixed by the use of a sealer to prevent water access. Despite the repair under warranty, we were charged \$ 106 as a "deductible".

It is unconscionable to charge "deductibles" for repairs, obviously as a result of a manufacturing defect that causes failure in a component that should be installed in a dry environment to begin with. The IDM, an electronic component that costs probably not more that \$ 20 to produce was billed on your invoice at \$ 373.59

3) The third repair for the same part took place October 8, 2001 at Galloway Ford in Ft. Myers, FL. This time no warranty applied. However it took 2.5 hrs for a diagnostics test to determine that the IDM was once again at fault. On top of that, the cost of the IDM had gone from \$ 373.59 to \$ 953.10 in three years! The total bill came to \$ 1227.97.

The fourth repair occurred September 12, 2003 in your shop. Ron said that the diagnostics test which took 2.5 hours, could not determine between one of three problems, one of them being the IDM. I had told Ron of my suspicion in view of the experiences already mentioned above. Nevertheless we were charged \$ 622.39 for replacing a transducer. Within 60 miles of this repair, the car failed again and had to be towed once again. This time the IDM was replaced without any of the "diagnostics" and the bill was "only" \$1071.84

I find it equally unconscionable that "diagnostics charges" are made that take 2.5 hours and then can not produce a definitive problem but a choice of three and the cost of the IDM that almost triples in three years.

Including towing charges, vehicle rentals, travel expenses and lost business, Ford's incompetence in manufacturing a reliable IDM and excessive part and labor charges has cost us in excess of \$ 5000.

We ask that you refund us the two recent invoices and press Ford to reimburse the other invoices and provide a 5 year warranty on the IDM or repair the problem in a professional manner, so that it can not occur again, at its expense.

Your total reimbursement will pay less than half of the verifiable consequential expenses incurred by us as a result of these repeated failures.

I would be glad to discuss this matter with you at your convenience. Please call me at [REDACTED]

I appreciate your attention and cooperation in fixing this problem.

Sincerely,

[REDACTED]

Encl: Invoices, 10 pages

[REDACTED]
[REDACTED], Deerfield Beach, Florida [REDACTED]

Phone [REDACTED]

Fax [REDACTED]

August 11 1998

To: Dale Marinelli
Sawgrass Ford
14501 W. Sunrise Blvd.
Subrise, FL 33323

Dear Dale,

In reference to yesterday's phone conversation, enclosed please find itemization of the problems that we have had with the 96 Econoline 350 Diesel VIN: 1FDJS34F0THA72767 in service 4/5/96.

1) Front Brakes

We have complained about the front brakes pulling to the right and pulsating from the beginning. Initially, the brake pads were replaced under warranty (inv: FOCS113838), but this solved the problem only for a short while if at all. The problem of pulsating has been getting progressively worse. Subsequent complaints while the van was being brought in for service were explained as "normal". The last solution was the front end alignment (inv:FOCS157460) which has nothing to do with pulling to the right and pulsating as the ride after the alignment fix proved not to have solved the problem. Nevertheless we had to pay for the repair because the mileage was over the warranty limit. Since the pulsation and pulling to the right are the result of manufacturing defects and were established as problems before the warranty ran out, we want this problem fixed under warranty.

2) Front end alignment

When at 15,000 miles we had the front end checked, we were told that the alignment had been out since it was delivered. It could not be adjusted because it was at the limit of travel. A Ford dealer would have to take care of it with "special camber-caster sleeves" according to the manager at OK tire service (inv:01764). Since the camber-caster problem existed since delivery, the expense of this repair should be covered under warranty and \$ 167.90 plus toxic waste credit plus tax credit should be reimbursed.

3) Vibration at 65 to 75 MPH

A complaint about this vibration was made from the beginning but it was ignored by claiming that in a test drive they could not reproduce the vibration. In a subsequent visit (inv: FOCS157460, Mike McDonnell suggested to have the tire balance checked. We had them balanced again despite the fact that we balance them every rotation, and went for a ride with your service manager Edgar Workman, he acknowledged the vibration but explained that this was "normal for an E 350". I had occasion recently to rent a U-Haul moving van with an E 350 cab and chassis that ran at 65 to 75 MPH without the slightest vibration. A subsequent visit to Maroon Ford, Mr. Louie Ferraro confirmed that an imbalance in the driveline was the cause and they would have no problem fixing it but we would have to pay for it. Since we first complained about it when the van was still under warranty and since Terry/Sawgrass Ford first denied and later confirmed that this vibration exists, we want this problem fixed under warranty.

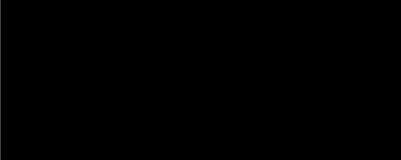
4) Repeated failure of the Injector Driver Module (IDM)

On two occasions we had an Injector Driver Module failure. Since the mileage was over 36000 miles on both failures the engine warranty covered all but \$ 100 plus tax. The second failure was at 54000 miles and also cost \$ 100 plus tax. Maroone Ford did the second repair and the service manager Louie Ferraro explained that an opening exists in the box containing the IDM and water gets in and corrodes the module. This opening constitutes a manufacturing defect. Had we known this defect earlier it would have been fixed under warranty. We therefore want to be reimbursed for \$ 212.00 (Maroone and Tamiami Ford invoices attached).

These are all problems that are manufacturing defects that have nothing to do with wear and tear. They were all present since delivery of the van and should be covered under warranty. We did not cause any of these problems to occur. We would like for you to arrange a meeting with the Ford area representative (Bob Wolfbauer?) to accomplish this if you are unable to cover these issues yourself.

I will contact your fixed operations manager Rick and arrange a meeting with him.

Sincerely,



Oct-20/03

Note: ① All of these claims were rejected because of : "out of warranty" per Bob Wolfbauer of Ford Motor Co.
② We purchased the vehicle from Terry Ford, before they changed to "Saugan Ford".



**THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).**