



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
(1-888-327-4236)

INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 120

Date Received

JUN 13 AM 10:18
12-DEC-2003

Repository ☐

Reference No.
10050485

OWNER INFORMATION (Type or Print)

Name

Address

City

CREOLA

State

OH

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

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

Date 2003/12/13

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

KNAFB121X1

Make

KIA

Model

SEPHIA

Model Year

2001

Date Purchased

10/9/01

Dealer's Name and Telephone Number

Great Auto

Original Owner

Dealer's City

Columbus

State

OH

Zip Code

43001

Engine:

No. Cylinders 4

Fuel Type:

GAS

Transmission Type

☒ Automatic

Powertrain

☐ Cruise Control

Vehicle Component Code

121000 EXTERIOR LIGHTING: HEADLIGHTS

Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)

12-DEC-2003

Failure Mileage

Before 5,000 miles

Failure Speed

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM18AB0036)

☐ Original Equipment

☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

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

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(es).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure.

CONSUMER STATED THAT HEADLIGHTS CHANGED FROM BRIGHT TO DIM CONSTANTLY. FIRST THEY WERE BRIGHT, THEN THEY GRADUALLY BECAME DIM. CONSUMER TOOK VEHICLE TO SEVERAL MECHANICS, AND WAS TOLD BY EACH OF THEM THAT THERE WAS NOTHING THEY COULD DO BECAUSE THIS WAS A MANUFACTURER'S DEFECT. HEADLIGHTS NEVER STOPPED WORKING, THEY JUST DIMMED ENOUGH THAT SHE COULD NOT SEE IN FRONT WHILE DRIVING. *AK

It is hard to see

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.

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

The lights dimming & brightening as distracting to the driver AND puts not only driver & passengers of the vehicle in danger but also everyone else on the road & this car. I don't drive at night if I can avoid it. But this is not always possible.

If you need any other info
Please contact me WORK N/A

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

400 Seventh St., S.W.
Washington, D.C. 20590

Official Business
Penalty for Private Use \$300

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-216
400 7th Street, SW
Washington, DC 20590



**VEHICLE
OWNER'S
QUESTIONNAIRE**

DOT AUTO SAFETY HOTLINE

TO REPORT VEHICLE SAFETY DEFECTS
COMPLETE THIS FORM
OR

DASH2DOT

and dial toll free at

1-888-DASH-2-DOT

1-888-327-4236

DOT Auto Safety Hotline
(DASH) 2 DOT



U.S. Department of Transportation
National Highway Traffic Safety
Administration
http://www.nhtsa.dot.gov/defects

I HAVE had trouble w lights since Dec. 2001
Alternator was replaced because mech. at
Ricart drove the car after dark in Jan 2002
and was able to see a problem. This did
NOT fix this. Ricart could not see a problem
after that. There is plenty of enclosed
documentation as to this problem. The
lights brightening & dimming while
driving is very distracting.

I have also had trouble w the
Key less entry in July of 2002 the
CAR locked up & would not unlock.
My 18 month old Granddaughter was
in her car seat at the time. Thankfully
I had started the car & rolled down
the windows and turned on the air
conditioner. This was keyless entry that
was added on when I bought the
car but did not come from factory.
Keyless entry does not work at this time
and I have not had it fixed because
I feel safer knowing it will not lock
up.

12/22/03

4. A Repurchase decision is appropriate for the following reasons:

The Ohio Lemon Law covers any vehicle nonconformity, which is defined as a defect or condition that does not conform to the express written warranty of the manufacturer, and substantially impairs the use, value, or safety of a motor vehicle. A condition such as dimming of headlights while driving, by its nature, does not conform to the express written warranty of the manufacturer and substantially impairs the use, value, AND the safety of the vehicle. This condition, which by the evidence presented by consumer was not intermittent, was presented to the manufacturer's representatives for repair three or more times and continues to exist.

5. If awarding a repurchase or replacement:

- a. Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.
- b. List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.
- c. If you've decided not to award all collateral or incidental charges that were requested on the *Agreement to Arbitrate*, please indicate your reason for doing so.

Arbitrator Signature:



Date: 11/10/02



LEMON LAW REASONS FOR DECISION

1. For each problem listed on the Fact Sheet, please explain whether or not you believe the problem was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. Please explain how you reached your conclusion.

The Ohio Lemon Law covers any vehicle nonconformity, which is defined as a defect or condition that does not conform to the express written warranty of the manufacturer; and ~~substantially~~ impairs the use, value, or safety of a motor vehicle. A condition such as dimming of headlights while driving, by its nature, was caused by a defect in workmanship and does not conform to the express written warranty of the manufacturer. The manufacturer felt that the condition was created by the installation of the rearview mirrorless entry. Based on the technical expert's opinion this installation had no contributing effect.

2. For each problem you decided was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty, please explain whether or not you believe this problem is a substantial impairment of the use, value or safety of the vehicle.

The dimming of headlights during driving substantially impairs the use (this condition would limit the hours of driving); value (the amount a reasonable consumer would pay for this vehicle can be presumed less); and safety (by its nature) of the vehicle.

Technical Expert's Biography

Technical Expert	:	Kurt Yochum
Years of Experience	:	21+
Certified By	:	ASE
ASE Identification #	:	188-62-6106 YOCHU

Areas of Certification

Engine Repair	:	Y/03	Suspension & Steering	:	Y/03
Heating & Air conditioning	:	Y/03	Electrical Systems	:	Y/03
Auto Transmissions	:	Y/03	Painting & Refinishing	:	
Engine Performance	:	Y/03	Onboard Diagnostics	:	
Manual Drive Train & Axles	:	Y/03	Non-Structure Analysis & Ding Repair	:	
Brakes	:	Y/03	Structure Analysis & Ding Repair	:	
ASE Master Technician	:	Y/03	Master Collision Repair & Refinishing Technician	:	

BBB AUTO LINE Technical Expert's Report

		Start Date: 08/06/02	
		Arb. Date:	
Bureau :	CBBB	Case Number :	[REDACTED]
Staff Contact :	Todd Nouse	Extension :	519
		Fax Number :	[REDACTED]
Customer :	[REDACTED]		
Address :	[REDACTED]		
Phone Number:	Day :	[REDACTED]	Evening :
		[REDACTED]	[REDACTED]

Vehicle Information

Name :	KIA	Model :	Sepia	Year :	2001
Mileage :	16,980	V.I.N. :	KNAFB121X1	[REDACTED]	
Date Sent to NAI :	8/20/02	Date Must be Returned By :	ASAP		
Completion Date - Date/Time e-mailed BBB:		10/26/02, 10/29/02 11:00 AM			

Odometer Reading: **22065** Date/Time Inspected: **10-28-02 6:15 PM**

Miles driven during road test **13**

Technical Inspection Request

Problem :	Headlights dim while driving between 40 and 50 MPH (after dark) on low beam and or on high beam. Please arrange to drive the vehicle in the dark
Does Problem Exist:	Yes
Probable Cause:	Manufacturing design - flaw in voltage supply
Test, Evaluation and Basis for Conclusion(s):	The inspector road tested the subject vehicle and verified that while driving with the headlights on, when the air conditioning clutch and electric cooling fan motor engaged, there was a noticeable drop in the headlight output and the dimmed effect lasted until the A/C cycled off. No repair or replacement with OEM parts would eliminate the dimming of the lights under these circumstances, which is why this would be considered a manufacturing design and not a flaw or defect.

Questions

Question :	Has the aftermarket installation of the keyless entry affected the electrical components connected to headlight operation?
Response :	No.

Kia Motors America

Fax

COMTE

To: Todd Nause - CBSB

From: Jill Showalter - Kia Motors

Fax: 703-276-0634

Pages 2 including this page

Phone: 800-334-2406

Date: 10/31/02

Re: Additional TE Report for [REDACTED]

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Mr. Nause,

Below, please find Kia's formal response to the arbitrator, Mr. Stuart Adkins, regarding the additional TE Report that Mr. Adkins requested.

After reviewing the TE Report dated 10/28/02, I find that it confirms Kia's position that the dimming of the headlights when the air conditioning is on is related to the design of the vehicle and not a defect that requires repair. The dealer was correct in advising [REDACTED] and noting on the repair orders that the vehicle is operating within manufacturers specifications and therefore no repair is necessary. Furthermore, there is no repair or correction that can be made to the vehicle to address this concern. One can expect a drop in the headlight output when the air conditioning condenser is engaged due to the amount of electrical draw this component takes from the alternator with which this vehicle is equipped.

The applicable program summary stipulates that an arbitratable claim must be based on a defect in material or workmanship covered by the Kia new vehicle limited warranty. Since this is a condition that is a characteristic of the vehicle and not a defect, we request that you render a denial decision in this case.



LEMON LAW REASONS FOR DECISION FACT SHEET

Consumer: [REDACTED] Manufacturer: Kia Motors America Case Number: [REDACTED]

For each problem (current and past) listed on the Agreement to Arbitrate, indicate the following information. List briefly the relevant evidence in support of each of your conclusions (i.e., repair order numbers, dates, testimony, inspection and/or test drives, technical expert reports, etc.).

Problem (as listed on Agreement to Arbitrate)	Exists Now? (Please explain)	Number of Repair Attempts	Number of Days Out of Service
1. Headlights dim while driving	Yes: Based on testimony presented by consumer and technical expert report.	4	10 (Based on information and report by KIA)
2. Right headlight retaining water	No: Based on testimony presented by consumer and Agreement to Arbitrate	1	1
3. Trim on top of vehicle	No: Based on testimony presented by consumer and Agreement to Arbitrate	1	3
4. Trim inside Trunk	No: Based on testimony presented by consumer and Agreement to Arbitrate	1	2



MOD [REDACTED]

Kia Motors America, Inc.
Central Region Consumer Affairs
P.O. Box 1295
Lombard, IL 60148-5456
(800) 225-3103 • Fax (800) 938-8571

December 27, 2002

Mr. Stuart Adkins - Arbitrator
c/o BBB Auto Line
4200 Wilson Blvd., Suite 800
Arlington, VA 22203

RE: [REDACTED] vs. Kia Motors America, Inc.

Dear Mr. Adkins:

Please allow this document to serve as Kia Motors America's request for correction to the repurchase decision rendered on November 22, 2002. The repurchase decision in this case exceeds the arbitrator's scope of authority and therefore must be reversed.

As stated in Section 1, page 2 of the decision, the condition at hand, dimming of the headlights when the air conditioning is on, "was caused by a defect in workmanship and does not conform to the express written warranty....The Manufacturer felt that the condition was created by the installation of the aftermarket keyless entry". There is a mistake of fact in this statement:

1. "The Manufacturer felt that the condition was created by the installation of the aftermarket keyless entry" -
 - a) Kia Motors' position both during the arbitration and at present remains steadfast that this condition is due to a design issue, not a defect.
 - b) It was also Kia's position during the arbitration hearing that the aftermarket alarm system may exacerbate said condition, however, it was not and has never been Kia's position that the aftermarket alarm system was the cause of this condition.

Kia Motors America's BBB Auto Line Program Summary for the state of Ohio indicates that an eligible claim is one that is based on a defect in material or workmanship covered by the Kia new vehicle warranty. It is clear that this condition does not meet the criteria, as this condition is NOT a defect in material or workmanship, therefore, eliminating any possibility of a repurchase or replacement decision under the Ohio Lemon Law and the applicable BBB Program Summary.

Rendering a repurchase decision based on the above clearly exceeds the arbitrator's scope of authority as outlined in KMA's Program Summary for the state of Ohio and it is for this reason that the repurchase decision in this case should be reversed.

Thank you in advance for your time and effort and we look forward to your expedient written response to this document.

Sincerely,



Jill Showalter
Central Region Arbitration Specialist

Enclosure

cc: Maria Williams, Central Region Consumer Affairs Manager
Michele Cameron, Kia Motors America, Inc. Manager, Consumer Affairs
Matthew Pfeifer, Kia Motors America, Inc., CA Operations Manager
Bill Bradley, Kia Motors America, Inc., Sr. CA Field Administrator
Rod Davis, Vice President, BBB
Beth Grant, Management Assistance Team, BBB
Todd Nouse, Case Specialist, BBB



LEMON LAW REASONS FOR DECISION FACT SHEET

Consumer: Angela Hoy Manufacturer: Kia Motors America Case Number: KIA0263186

For each problem (current and past) listed on the Agreement to Arbitrate, indicate the following information. List briefly the relevant evidence to support each of your conclusions (i.e., repair order numbers, date, testimony, inspection and/or test dates, technical expert reports, etc.).

Problem (as listed on Agreement to Arbitrate)	Exists Now? (Please explain)	Number of Repair Attempts	Number of Days Out of Service
1. Headlights dim while driving	Yes: Based on testimony presented by consumer and technical expert report.	4	10 (Based on information provided by KIA)
2. Right headlight releasing water	No: Based on testimony presented by consumer and Agreement to Arbitrate	1	1
3. Trim on top of vehicle	No: Based on testimony presented by consumer and Agreement to Arbitrate	1	3
4. Trim inside Trunk	No: Based on testimony presented by consumer and Agreement to Arbitrate	1	2

[REDACTED]
Creola, Ohio [REDACTED]
[REDACTED]

November 1, 2002

To Whom It May Concern:

After reviewing Mr. Yochum's report, I believe there is no question that the vehicle I purchased has a problem with the lights. This has been an ongoing problem since before the car had been driven 1000 miles. This vehicle has been taken to the dealer numerous times for repairs and has not been fixed. I do not believe a 20-minute test drive of this vehicle is adequate to determine that this is a manufacturing design instead of the vehicle being defective. Since there is no evidence that other KIAs of this make and model have the same problem, it must be assumed that it is a defect of this vehicle only. I have given KIA every opportunity to correct this problem with little response. This problem is distracting to the driver and impairs the driver's vision. Putting not only the driver and any passengers in jeopardy but also endangering anyone using the highway at that particular time.

Please consider this line of reasoning in your decision.

Thank you,

[REDACTED]

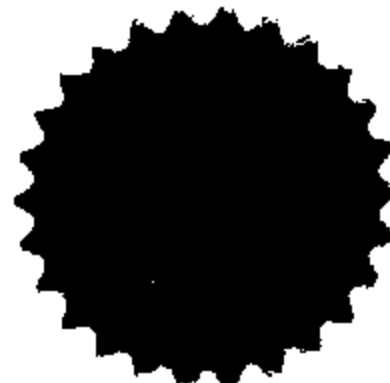
[REDACTED]

To Who It May Concerne

On 9/27/02 I was asked to check out a vehicle for problems related to remote keyless entry/security system and a problem with the headlites. The problems that I found were as follows. The remote entry did not work and the electric locks were inopoperative. I found a blown fuse to the system so I replaced it, now the entry system worked as did the electric locks however, never at any time did the alarm system work. I also was asked to check out the lites to see if there was a problem with lites flashing or going dim. In the shop I ran a test on the charging system the voltage ranged from 12.6 to 14.2 but saw no change in the lites, at this point I was asked to drive the vehicle to and from work. During the drives to and from work is where I noticed a problem. With the lites/heater/wipers on at times the lites went dim then very bright, to me this was very distracting, the change was like another driver flashing thier bright lites at you. I drove this vehicle on state county and township roads the problem seemed worse at a moderate steady speed 40 to 50 mph. The test drive at nite lasted for 50 min. over a course of 24 miles.

GE [REDACTED]

[REDACTED]



Be it known that
JERRY J ADAMS

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

MASTER AUTOMOBILE TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE

EXPIRES

ENGINE REPAIR	JULY 1, 2004
AUTOMATIC TRANS/TRANSAXLE	JULY 1, 2004
MANUAL DRIVE TRAIN AND AXLES	JULY 1, 2004
SUSPENSION AND STEERING	JULY 1, 2004
BRAKES	JULY 1, 2004
ELECTRICAL/ELECTRONIC SYSTEMS	JULY 1, 2004
HEATING AND AIR CONDITIONING	JULY 1, 2004
ENGINE PERFORMANCE	JULY 1, 2004

*** **

GIVEN THIS 31ST DAY OF DECEMBER 1998, AT HERNDON, VIRGINIA

282552672547ADAMS

IDENTIFICATION NUMBER

RONALD H. WEDNER, President

10-20-02

To Whom it may Concern:

I have driven and rode in the Kia that belongs to [REDACTED]
[REDACTED]

When driving after dark if the heater or defroster are running the car at times will slow down almost as if someone has turned the knob down. At the same time the lights will also dim. It does this on both low and high beams. They will regain their brightness somewhat. To get full power you must flip the high beam lever back and forth. I have noticed this on both rural and 4 lane highways. The speed does not seem to have much affect. That I have noticed.

[REDACTED]
[REDACTED]
Logan, Ohio [REDACTED]
[REDACTED]

1 [REDACTED] willingly submit the following statement: One evening [REDACTED] had asked me to drive her car to see if I would notice the dimming of the lights, while driving [REDACTED] car to McArthur, which is approximately ten miles from her home, I noticed that the lights were dimming in and out. The lights were dimming to a degree that I felt unsafe driving the vehicle even for a short distance. Upon returning the vehicle to [REDACTED] I informed her that I had seen the dimming and found it unsafe.

September 24, 2002

To Whom It May Concern:

During December 2001, I was riding in [REDACTED] car after dark. During this ride it was very apparent that the lights of her car were not staying at the same level of brightness. The headlights would go dim and then bright and then stay dim for a period of about 30 seconds and then go back to regular brightness again. It was very apparent to me that this was happening all throughout our trip that night.

If you have any questions or need to ask any questions please feel free to call me.

Thank you,

A handwritten signature in black ink is visible above a large, solid black rectangular redaction box that covers the bottom portion of the letter.

**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).**