

10 124747

2005-3 01 12

27 May, 2005

Fitzgerald, Ga.

Tel,

National Highway Transportation Safety Agency
400 Seventh St. S.W.
Washington, D.C. 20590
Ph. 1 -888-327 4236
202- 366-0123

Re. Sudden Engine Failure

Dear Sir/Madam:

I am writing to file a complaint about a 2003 Nissan Altima , Vin # 1n4al11do3c [REDACTED] with 46,568 Miles.

On April 14, 2005 while en route to Dublin, Ga, I was passing another vehicle on a 2 lane highway. When abreast the other car my vehicle engine stopped without any warning . Fortunately, I had enough speed to pull back in the right lane and coast to the highway shoulder. I was unable to restart the engine and it was necessary to be towed to the dealer about 45 miles away. In a prior incident, in February 2005 it was necessary to replace the fuel pump on the vehicle and it was done at no charge by another Nissan dealer after having to be towed about 30 miles.

I was forced to have the repair made, and paid for out of pocket because the dealer stated that the extended warrantee did not cover it. Upon appeal to Nissan North America they stated that the warrantee interpretation is at the discretion of the dealer. If a fuel pump is covered , why not the component that regulates the air intake and flow to operate the engine ? Because of being distraught and stranded out of town I failed to ask for the old part back. Please refer to my letter from the Better Business Bureau.

I am asking this : Are there any other incidences where the engine abruptly stopped without warning on this year make and model? My mechanic, who is highly qualified as an auto, truck and twin engine airplane mechanic, assured me that the part should not have failed, due to lack of maintenance or mileage. I can furnish maintenance records if needed.

Thank you for your prompt attention to this matter. Please forgive the lengthiness of this correspondence.

Sincerely,

Maria
6/27/05

Enclosed:

Dealer work Invoice

Nissan North American letter

Nissan Global Headquarters letter

Better Business Bureau letter

Governor's Office o Highway Safety, Atlanta Ga.

[REDACTED]
Fitzgerald, Georgia
[REDACTED]

Phone [REDACTED]
April 28, 2005

Mr. Ted Connolly
Senior Vice President Sales and Marketing
Nissan North America, Incorporated
18501 South Figueroa Street
Hawthorne, California 90248

Dear Mr. Connolly,

My name is [REDACTED] a Nissan product customer. My wife and I have been very appreciative of Nissan products up to this moment. Due to a lack of response from your customer service toll free number 1-800-647-7261 I am writing this letter.

I have tried telephoning four different times between the hours of 9 AM and 5 PM on April 20, 2005. I was answered by a recording and after choosing the appropriate menu was given a recorded response of a 5 minute wait time to speak with a person. After waiting more than 13, thirteen minutes, on each occasion I finally stopped calling.

My vehicle broke down on April 19, 2005 enroute to a trip of 60 miles, to the VA center in Dublin, Georgia. I contacted Road assist and was towed to the Nissan dealer in Dublin, Georgia.

The dealer performed repair on my vehicle but informed me that my certified pre owned warranty did not cover the repair. The only explanation I was given was that NISSAN said it was not covered. Enclosed please find a copy of my warranty info. and maintenance records. I have my routine maintenance done by an independent shop close to my residence. I am prepared to provide a certified statement from my mechanic as to performance of the required maintenance.

I find it ludicrous that a fuel pump replacement would be covered under warranty but not an assembly used to properly govern and monitor required air to properly operate the engine.

I am asking for an explanation of why Dublin Nissan Cadillac refused to honor the warranty. I do not feel the cost of the part or labor cost to me was a legitimate charge.

I thank you for your attention to this matter. as a Senior citizen on Social Security and a fixed monthly income this is a matter of utmost financial importance to my wife and I.

Sincerely yours,



25 May, 2005

Fitzgerald, Ga.

Tel.

Nissan Motor Company., LTD
Headquarters
President Global Sales
17-1 Ginza 6 – Chisme,
Chuo-Ku, Tokyo 104-8023
Japan

Honorable President:

I am appealing to you for resolution of a matter regarding a dispute between myself and one of your dealers here in North America.

I have appealed to Nissan North America and was told by a representative from the office of Mr. Jed Connelly that they would pursue the matter with the local dealer, Dublin Nissan Cadillac. Mr. Connelly's office notified me yesterday, 24 May, 2005, after a 2 week waiting period, that the warrantee did not cover the replacement part.

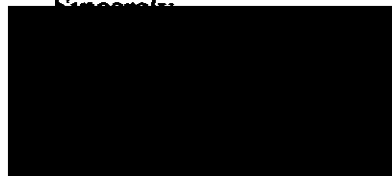
My mechanic assured me that the affected part should not have failed because of the age of the vehicle. He and I both feel that the part was not properly manufactured.

The matter pertains to the amount of \$610.59.U.S. I do not feel this was an honest repair charge to my vehicle, and it should have been covered by the automobile manufacturer.

Mr. Connelly's office representative stated that the decision was final and that your headquarters had no decision in the matter. We have always had very good experiences in the past with the reliability of your products and pray this favorable relationship shall continue..

Thank you for your prompt attention to this matter.

Sincerely,

A large black rectangular redaction box covering the signature and name of the sender.

27 May, 2005

Fitzgerald, Ga,

Better Business Bureau of Central Georgia
277 Martin Luther King Blvd, Suites 1&2
Macon, Ga. 31201 - 3495
Tel, 1 478-742-7979

Gentlemen / Madam:

I am writing to register a complaint which I feel is an unfair repair charge.

On 4/18/05 my vehicle broke down en route to a doctor's visit at the Veterans Hospital in Dublin, Ga.. It was necessary for it to be towed to the dealership, arriving at about 12 noon. My wife was late for her doctor's appointment. The car was left for repair at the dealership. We were not able to be contacted at the hospital by the dealership until 3:30 PM. We were informed that the car could be repaired and would take 1 ½ hours, but the repair would not be covered by the extended warrantee by the dealer. . At 5:50 we were able to pick up the car, but were 62 miles from our home and at that late hour there was no time to dispute the charge with the dealership, My wife has a serious heart problem so for her sake we felt it necessary to get home. We were forced, then, to pay the bill with my credit card. The old part was not returned to us; and because of my distraughtness I forgot to ask for it.

My mechanic, where I routinely have my car serviced, is very qualified auto, truck and twin engine airplane mechanic and pilot. He assured me that that part should not have failed as it had been properly maintained.

I have appealed to Nissan North American and am appealing to the global Headquarters in Tokyo. The matter is in dispute with the credit card company until it is resolved. In February the fuel pump was replaced at no charge by Gregg Issacs Nissan at Tifton, Ga. If the fuel pump was replaced under warrantee why would not the component that regulates air to operate to the engine properly ?

We were passing another vehicle on a two lane highway at the time of the engine failure and had an oncoming car been close enough it could (would) have made for a dangerous encounter.

We feel we were taken advantage of by our dealer because of our circumstances. The Nissan north American 's reply was that it was at the discretion of the dealership as to what the Warrantee covers.

Please excuse the length of this letter but I wish you can get a clear picture of the situation. Enclosed is a copy of my letter to Nissan North American, to Global Headquarters, and a copy of the original dealer work order. I am also sending a report to the National Highway Transportation Safety Agency to see if there are any like incidences with this same model vehicle

Thank you for considering this matter with me.

Sincerely,



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).