



JON S. COZZINE  
Governor

# New Jersey Office of the Attorney General

Division of Consumer Affairs  
Consumer Service & Intake Center  
124 Halsey Street, 3rd Floor, Newark, NJ 07102



NANCY KAPLAN  
Acting Attorney General

KIMBERLY S. RUCKELTIS  
Director

January 26, 2006

10150838

Mailing Address:  
P.O. Box 46025  
Newark, NJ 07101  
(973) 504-8200

[Redacted]  
Hackensack, NJ

Re: Town Motors (Englewood, NJ)  
File No.: 05-25457

2006 FEB -9 PM 1:03

Dear Sir/Madam:

Thank you for contacting the New Jersey Division of Consumer Affairs. Because the allegations you made in your letter are not within the Division's jurisdiction, we are referring this matter to:

National Highway Traffic Safety Administration  
400 7th Street, SW Room 5232  
Washington, DC 20590  
(888) 324-4236

All future correspondence, including inquiries and copies of additional documents should be addressed to them.

Sincerely,

Patricia D. Pate  
Supervisor  
Consumer Service Center

PDP:aro  
CSC11B.frm

Margaret  
2/10/06

[REDACTED]  
Hackensack, NJ [REDACTED]  
October 18, 2005

NJ Department of Consumer Affairs  
Post Office Box 45025  
Newark, NJ 07101

Dear Sirs,

I purchased a new 2005 Subaru Outback car from Town Motors in Englewood, NJ and took delivery of it on September 30, 2005. Upon inspecting the engine compartment I discovered that it was a California emissions equipped vehicle. While reading the owners manual I also discovered that California emissions equipped cars are designed to use low sulphur content fuels mandated in that state. The owners manual further stated in effect, that the vehicle could be used in states where such fuel was not available but if the emissions system was damaged and that damage could be traced to the fuel used, it may not be covered by the warranty. In addition, as stated by the manufacturer, the engine produces five horsepower less than a standard Federal emissions equipped vehicle.

I contacted Subaru company by phone on October 3, 2005, speaking to Mr. Grant Noble and voiced my concerns and asked him for a replacement standard Federal emissions equipped car. Mr. Grant declined to replace the car but assigned me case number 806931 and said he would send me a letter. I received the letter today. It does not address my concerns and I believe Subaru is obfuscating the issue.

I was not informed before my purchase that the car had the California mandated emissions equipment with the resultant decrease in power and the required use of special fuel which may not be available in New Jersey or other states where I need drive. Is it not disingenuous or proper for the Subaru company to sell vehicles that could be damaged by the use of fuels that may not be available and then also not warranty any repairs?

Enclosed herewith are highlighted copies of the pertinent pages from the owners manual, bill of sale, the letter I received for Mr. Noble and applicable pages of the 2005 Warranty and Maintenance Booklet he refers to. I have not driven the vehicle since October 2, (odometer reading 82 miles) when I discovered the afore mentioned information. I sincerely hope that you office can rectify this situation so that I may receive the proper vehicle I paid for or be reimbursed.

Thanking you in advance for your reply and timely attention and help in this matter.

Very truly yours  
[REDACTED]

condition is caused by the type of fuel used, repairs may not be covered by your warranty.

▼ Gasoline for cleaner air

**▲ CAUTION**

Do not let fuel spill on the exterior surfaces of the vehicle. Fuels containing alcohol may cause paint damage, which is not covered under the SUBARU Limited Warranty.

Your use of gasoline with detergent additives will help prevent deposits from forming in your engine and fuel system. This helps keep your engine in tune and your emission control system working properly, and is a way of doing your part for cleaner air. If you continuously use a high quality fuel with the proper detergent and other additives, you should never need to add any fuel system cleaning agents to your fuel tank.

Many gasolines are now blended with materials called oxygenates. Use of these fuels can also help keep the air cleaner. Oxygenated blend fuels, such as MTBE (Methyl Tertiary Butyl ether) or ethanol (ethyl or grain alcohol) may be used in your vehicle, but should contain no more than 15% MTBE or 10% ethanol for the proper operation of your SUBARU.

- CONTINUED -

**NOTE**

Be sure to use premium unleaded gasoline of 91 AKI or higher for a 2.5-liter turbo engine model. If other gasoline (lower than 91 AKI) is used, knocking, reduced output and poor accelerator response will result.

▼ Fuel octane rating

This vehicle rating is the average of the Research Octane Number (RON) and the Motor Octane Number (MON) listed on the fuel knock index (AKI).

Many gasolines are a lower octane rating and contain lead. This lead will cause knocking in a lean air-fuel mixture. The octane "boost" and the octane rating of your vehicle engine may knock. If you do not use a fuel with the proper octane rating, you will see a fuel light on the instrument cluster and your engine's spark plugs may be damaged.

▼ Unleaded gasoline

The tank of this fuel filler pipe is designed to accept only unleaded gasoline. The octane rating of the unleaded gasoline should be listed on the pump. If you use a leaded gasoline, your engine will be damaged and your warranty will be void.

▼ California fuel

If your vehicle is registered in California, please

Standards as indicated on the underhood tune-up label. It is designed to optimize engine and emission control system performance with gasoline that meets the clean burning low-sulfur California gasoline specifications. If you live in any other state than California, your vehicle will operate on gasoline meeting Federal specifications. Gasoline sold outside California is permitted to have higher sulfur levels, which may affect the performance of your vehicle's catalytic converter and may produce a sulfur exhaust odor or smell. SUBARU recommends that you try a different brand of unleaded gasoline having lower sulfur to determine if the problem is fuel related before returning your vehicle to an authorized dealer for service. The CHECK ENGINE warning light/malfunction indicator lamp may also turn on. If this occurs, return to your authorized SUBARU dealer for diagnosis. If it is determined that the condition is caused by the type of fuel used, repairs may not be covered by your warranty.

▼ MMT

Some gasolines contain an octane-enhancing additive called MMT (Methylcyclopentadienyl Manganese Tricarbonyl). If you use such fuels, your emission control system performance may deteriorate and the CHECK ENGINE warning light/malfunction indicator lamp may turn on. If this happens, return to your authorized SUBARU Dealer for service. If it is determined that the

LEGACY  
OUTBACK



SUBARU

Subaru of America, Inc.  
Subaru Plaza  
PO Box 6000  
Cherry Hill, NJ 08034-6000  
1-800-SUBARU (1-800-782-7783)  
www.subaru.com

October 14, 2005

[REDACTED]  
Hackensack, NJ  
[REDACTED]

Dear [REDACTED]

This letter is in response to your request for an explanation of the emissions warranty on your 2005 Subaru.

According to our records, the 2005 Subaru Legacy Outback, with the Vehicle Identification Number (VIN) 4S4BP6 [REDACTED] was purchased in New Jersey and possesses a Cal. Spec. (California Specification) Emissions Certification. Because the car was purchased in New Jersey, your emissions warranty would be 8 years or 80,000 miles (whichever comes first), instead of the California Specification of 7 years or 70,000 miles. The emissions warranty covers the catalytic converter and the engine control module (ECM). All other sensors and parts would be covered for 3 years or 36,000 miles. Because the vehicle was purchased in NJ, only the Federal Emissions Warranty applies. If you refer to page 16 of your 2005 Warranty and Maintenance Booklet, you will see the emissions warranty explained in more detail.

I understand from our phone conversation that you are concerned if your catalytic converter is damaged due to fuels with high sulfur content, that your catalytic converter would not be covered under the emissions warranty. You advised that the information from the Owner's Manual led you to be concerned about this. While this information is valid in California, it is not applicable to your vehicle in New Jersey. After checking with our technical people here, I am informed that sulfur content has not been a problem in New Jersey, and our fuel quality is among the best in the country.

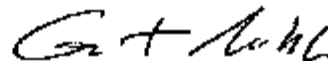
Subaru of America, Inc. wants you to know that if your catalytic converter fails within the 8 years or 80,000 mile emissions warranty coverage period, it will be replaced free of charge, at any authorized Subaru dealer. There will not be any fuel testing to determine why a catalytic converter failed. The only situation which would void coverage on your catalytic converter would be if an outside influence beyond the control of Subaru, i.e. road debris etc., damaged your converter. I hope this will serve to clarify the matter for you.

**SUBARU**

**Subaru of America, Inc.**  
Subaru Plaza  
PO Box 6000  
Cherry Hill, NJ 08034-6000  
1-800-SUBARU3 (1-800-782-2783)  
[www.subaru.com](http://www.subaru.com)

**Thank you for deciding to purchase a 2005 Subaru vehicle. If you have any further questions or concerns, please feel free to contact us at 1-800-SUBARU3 (800-782-2783). We appreciate this opportunity to be of service. Subaru of America, Inc. wishes you many happy and safe miles in your Subaru.**

**Sincerely,**



**Grant Noble  
Customer/Dealer Services**

**Your Case Number: 806931**

**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).**

# 2005 SUBARU BROCHURE

## INSTRUMENTATION

Analog speedometer, tachometer, coolant temperature and fuel gauges with illuminated red needles on black faces and white indicators  
 Sport-design electroluminescent lighting  
 Gauge needles full sweep on start up  
 Digital odometer and automatic transmission (when equipped) shift-position indicator  
 Digital trip computer displaying fuel economy, driving range, digital clock and ambient temperature

Legacy 2.5 GT Limited Sedan  
 Legacy 2.5 GT Limited Wagon  
 Legacy 2.5 GT Sedan  
 Legacy 2.5 GT Wagon  
 Legacy 2.5i Limited Sedan  
 Legacy 2.5i Wagon  
 Legacy 2.5i Sedan

## AUDIO SYSTEMS

6-speaker audio system with single-disc in-dash CD player  
 6-speaker audio system with 6-disc in-dash CD player

## CLIMATE CONTROL

Manually adjustable CFC-free air conditioning system with rotary controls for temperature, 4-speed fan and airflow direction  
 Dual-zone automatic digital climate control system with controls for temperature, 8-speed fan, airflow direction, automatic mode and CFC-free air conditioning

## SECURITY

Keyless entry system with trunk release (sedan) or cargo area unlock (wagons) and answer-back electronic chirp  
 Anti-theft security system with answer-back electronic chirp  
 Anti-theft security system with engine immobilizer and answer-back electronic chirp

## SAFETY

Dual-stage deployment driver and front passenger front air bags (SRS)\*  
 Intelligent air bag system with driver's seat position sensor and front passenger seat occupant detection sensor (SRS)\*  
 Side curtain air bags protecting front and rear outboard occupants (SRS)\*  
 Seat-mounted front side-impact airbags (SRS)\*  
 Height-adjustable Active Front Seat Head restraints help reduce the potential for whiplash in certain collisions  
 Three individual height adjustable rear head restraints (height adjustable outboard rear head restraints on sedan)  
 Height adjustable 3-point front seatbelts with pretensioners and force limiters; 3-point rear seatbelts at all seating positions  
 Rear child safety door locks  
 Safety brake pedal system  
 Energy-absorbing collapsible steering column  
 Ring-Shaped Reinforcement Frame body structure with hydroformed center-pillar construction for increased side-impact protection  
 Daytime Running Lights (DRL)

■ Standard □ Optional — Not available

\* Some 2005 Legacy models with the naturally aspirated 2.5 liter engine distributed for sale in California (and in Maine, Massachusetts, New York and Vermont which have adopted California Specification Emission Control Systems and Warranties) and are registered for use in those states) will be specially equipped to meet the California Partial Zero Emission Vehicle (PZEV) certified Super-Ultra Low Emission Vehicle (SULEV) requirements. Horsepower for these models is rated at 163 hp @ 5,500 rpm. The manufacturer's PZEV emission control system warranty coverage is for 18 years or 180,000 miles, whichever comes first. For complete warranty information, including coverage and exclusions, see your Subaru dealer.

\* Available as an accessory. See your dealer.  
 \* Standard interior trim with Tweed Plaid Woven cloth and Charcoal leather upholstery. See color combinations chart.  
 \* Standard interior trim with Taupe Perforated leather upholstery. See color combinations chart.

\* The Supplemental Restraint System (SRS) (air bags) affords the driver and the front and rear outboard passengers additional protection in accidents to severe frontal and side-impact collisions. This system provides supplemental protection only, and seatbelts must be worn in order to avoid injuries to out-of-position occupants upon bag deployment and to provide the best combined protection in a serious accident. Children should always be properly restrained in the rear seat.

Some images shown are for illustration purposes only. Specifications in this brochure are based on the latest product information available at the time of publication. Some equipment shown in photography in this brochure is optional at extra cost. Specific options may be available only in combination with other options. Specific combinations of equipment or features may vary from time to time and by geographic area. Certain accessories and equipment may not be available at the time of publication. Subaru of America, Inc. reserves the right to change or discontinue at any time, without notice, prices, colors, materials, equipment, accessories, specifications, models and packages without incurring any obligation to make the same or similar changes on vehicles previously sold. Colors shown may vary due to reproduction and printing processes. This brochure was prepared by Subaru of America, Inc. A warranty from Subaru of America, Inc. is available only on cars sold to the first retail purchaser through an authorized Subaru dealer in the continental U.S. or Alaska. Subaru, Subaru Boxer, Legacy, SPORTSHIFT and MRDNO are registered trademarks. For more information, contact your Subaru dealer or log on to [www.subaru.com](http://www.subaru.com).



**2008**  
 BROCHURE  
 SPECS  
 PRICING  
 ACCESSORIES

**2005**  
 BROCHURE  
 SPECS  
 PRICING  
 ACCESSORIES

**PREVIOUS MODEL**  
**YEAR ARCHIVES**

**2005 OUTBACK ENGINE SPECIFICATIONS**



*CALIFORNIA*  
*FEDERAL*

**2.5L PHASE II**

**SEDAN**

**WAGON**

	OBK 3.0 R LTD	OBK 2.5 I	OBK 2.5 I LTD	OBK 2.5 XT	OBK 2.5 XT LTD	OBK : R LLBE
SOHC 18V HORIZONTALLY OPPOSED 4 CYLINDER	-	std	std	-	-	-
DISPLACEMENT: 2.5 LITERS (2467 CC / 150 CU INCHES)	-	std	std	-	-	-
BORE/STROKE: 86.5 X 79mm 93.92 X 3.11 INCHES)	-	std	std	-	-	-
HORSEPOWER: 163 HP @ 5800 RPM US: PZEV	-	std	std	-	-	-
TORQUE: 168 LB-FT @ 3800 RPM US: PZEV	-	std	std	-	-	-
HORSEPOWER: 168 HP @ 6000 RPM US: BIN 5 TIER 2	-	std	std	-	-	-
TORQUE: 168 LB-FT @ 4000 RPM US: BIN 5 TIER 2	-	std	std	-	-	-
COMPRESSION RATIO: 10.0:1	-	std	std	-	-	-
ENGINE TYPE: E125	-	std	std	-	-	-

**2.5L INTERCOOLED TURBO**

**SEDAN**

**WAGON**

	OBK 3.0 R LTD	OBK 2.5 I	OBK 2.5 I LTD	OBK 2.5 XT	OBK 2.5 XT LTD	OBK : R LLBE
DOHC 16V HORIZONTALLY OPPOSED HIGH OUTPUT 4 CYLINDER	-	-	-	std	std	-
TURBOCHARGED	-	-	-	std	std	-
MAXIMUM BOOST PRESSURE: 700 MMHg (13.5 PSI)	-	-	-	std	std	-
INTERCOOLED	-	-	-	std	std	-
DISPLACEMENT: 2.5 LITERS (2467 CC / 160 CUBIN INCHES)	-	-	-	std	std	-
BORE/STROKE: 89.5 x 76MM (3.52 x 3.11 INCHES)	-	-	-	std	std	-
HORSEPOWER: 250 HP @ 6000 RPM U4: BIN 8 (ULEV)	-	-	-	std	std	-
TORQUE: 250 LB-FT @ 3600 RPM U4: BIN 8 (ULEV)	-	-	-	std	std	-
COMPRESSION RATIO: 8.2:1	-	-	-	std	std	-

# 2005 Warranty and Maintenance Booklet

**SUBARU** 

**CALIFORNIA EMISSION CONTROL SYSTEM WARRANTIES (CONT.)****RECOMMENDATIONS FOR MAINTENANCE SERVICE REPLACEMENT PARTS**

It is recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be Genuine SUBARU Replacement Parts. Without invalidating this warranty, you may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use parts other than Genuine


SUBARU Replacement Parts, for such maintenance, replacement or repair. However, the cost of such service or parts will not be covered under this warranty.

Use of replacement parts which are not of equivalent quality to Genuine SUBARU Replacement Parts may impair the effectiveness of emission control systems. If other than Genuine SUBARU Replacement Parts are used for maintenance, replacement or repair of components effecting emission control, you should assure yourself that such parts are warranted by their manufacturer to be equivalent to Genuine SUBARU Replacement Parts in performance and durability. SOA, however, assumes no liability under this warranty with respect to parts other than Genuine SUBARU Replacement Parts. The use of replacement parts which are not authorized by SUBARU does not invalidate the warranty on other components unless the non-authorized parts cause damage to warranted parts.

**WHAT IS NOT COVERED**

These warranties do not cover: (1) the performance of scheduled maintenance services including the replacement of parts (such as spark plugs and filters), beyond the scheduled maintenance period; (2) tune-ups, under any circumstances; (3) the car if the vehicle identification number is altered or cannot be read; if the car has been declared a total loss or is sold for salvage purposes; if the odometer mileage has been changed so that mileage cannot be readily determined; (4) the emission part if it is damaged; (5) if the car is ever used in any race or other competitive event; and (6) material and labor expenses for repairs or diagnostic work performed at any facility other than that of an Authorized SUBARU Dealer, except in the case of an emergency.

These warranties do not cover any part which malfunctions, fails or is damaged due to: (1) objects striking the car or any road hazards, whether on or off the road; (2) collision, accident, fire, flooding, abuse, neglect, tampering, disconnection, misuse, or other events beyond the control of SOA; (3) failure to follow the operating instructions set forth in the Owner's Manual; (4) improper or inadequate maintenance; (5) improper installation, adjustment or repair of the car or of any warranted part unless performed by an Authorized SUBARU Dealer during warranty repair work; (6) alterations by changing, adding to or removing parts from the car; and (7) failure to follow recommendations on fuel use contained in the Owner's Manual; (8) if the vehicle has been dismantled or changed in such a manner that constitutes a material alteration of its original construction; (9) damage to a covered part directly caused by the failure of a non-covered part or event; and (10) damage caused by adding or applying chemicals other than those approved or recommended by SOA.



### CALIFORNIA EMISSION CONTROL SYSTEM WARRANTIES (CONT.)

SOA, ITS DISTRIBUTORS, AND AUTHORIZED SUBARU DEALERS SHALL NOT BE LIABLE FOR ANY LOSS OF USE OF THE CAR; FOR ANY ALTERNATE TRANSPORTATION, LODGING, FOOD OR TELEPHONE EXPENSES; FOR ANY DAMAGE TO GOODS, COMMERCIAL LOSS, LOSS OF TIME OR INCONVENIENCE; OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages; therefore, the above limitation or exclusion may not apply.

#### GENERAL

THESE CALIFORNIA SPECIFICATION EMISSION CONTROL SYSTEMS WARRANTIES ARE THE ONLY EXPRESS WARRANTIES BY SOA ON THE CAR'S EMISSION COMPONENTS AND ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE WRITTEN WARRANTY FOR THE RESPECTIVE COMPONENTS.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE END AT THE SAME TIME COVERAGE ON THE PARTICULAR COMPONENT ENDS. SOA, its Distributors, and Authorized SUBARU Dealers do not authorize any person to assume for any of them any obligations or liabilities greater than or different from those set forth in this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply. These warranties give you specific legal rights and you may also have other rights under state law.

#### CUSTOMER ASSISTANCE

SOA wishes to help assure that these Emission Control Systems warranties are properly administered. In the event that you do not receive the warranty service to which you believe you are entitled under these warranties, you should follow the procedure contained in "What to do if you Have a Question or Problem," which appears on page 36 of this 2005 Warranty and Maintenance Booklet.

For further information on this Emissions Warranty, you may contact the California Air Resources Board, P.O. Box 3001, 9528 Tebber Avenue, El Monte, California 91734-8001.

**FEDERAL EMISSION CONTROL SYSTEMS WARRANTIES (CONT.)**

(7) failure to follow recommendations on fuel use contained in the Owner's Manual; (8) the vehicle being dismantled or changed in such a manner that constitutes a material alteration of its original construction; (9) damage to a covered part directly caused by the failure of a non-covered part or event; and (10) damage caused by adding or applying chemicals other than those approved or recommended by SOA.

**SOA, ITS DISTRIBUTORS, AND AUTHORIZED SUBARU DEALERS SHALL NOT BE LIABLE FOR ANY LOSS OF USE OF THE CAR; FOR ANY ALTERNATE TRANSPORTATION, LODGING, FOOD OR TELEPHONE EXPENSES; FOR ANY DAMAGE TO GOODS, COMMERCIAL LOSS, LOSS OF TIME OR INCONVENIENCE; OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Some states do not allow the exclusion or limitation of incidental or consequential damages; therefore the above limitation or exclusion may not apply.

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**THESE WARRANTIES ARE IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE END AT THE SAME TIME COVERAGE ON THE PARTICULAR COMPONENT ENDS.** SOA, its Distributors, and Authorized SUBARU Dealers do not authorize any person to assume for any of them any obligations or liabilities greater than or different from those set forth in this warranty. Some states do not allow limitations on how long an implied warranty lasts, therefore, the above limitations may not apply. These warranties give you specific legal rights and you may also have other rights under state law.

## FEDERAL EMISSION CONTROL SYSTEMS WARRANTIES

### PARTS COVERED UNDER THE FEDERAL EMISSIONS DEFECT WARRANTY 3 YEARS / 36,000 MILES

Accelerator Position Sensor	Fuel Injectors	Oil Filler Cap
Air By-Pass Valve (Turbo Pressure Control)	Fuel Pressure Regulator	Oil Flow Control Solenoid Valve
Atmospheric Pressure Solenoid Valve (ORVR)	Fuel Pump	Oil Switching Solenoid Valve
Atmospheric Pressure Sensor	Fuel Pump Controller	Oxygen Sensors
Camshaft Position Sensor	Fuel Pump Relay	PCV Diagnosis Connector
Camshaft Sprocket Assembly (Intake)	Fuel Pump Resistor	PCV Valve
Catalytic Converters (EPF, EPC, EPR)	Fuel Reflower Valve	Purge Valve
Crankshaft Position Sensor	Fuel Tank	Resistor Spark Plugs and Ignition Wires
Duty Solenoid Valve	Fuel Tank Filler Pipe	Solenoid Valve for Air Assist-Injectors
Electric Contact Fan Relays	Fuel Tank Level Sensor	Solenoid Valve for Tank Pressure Sensor
Electronic Controlled EGR Valve (not Turbo)	Fuel Tank Pressure Sensor	Stop Light Switch
Engine Control Module (ECM)	Fuel Temperature Sensor	Thermostat
Engine Coolant Temperature Sensor	Idle Air Control Valve	Throttle Body Assembly
Evaporative Emission Canister	Intercooler Assembly	Throttle Position Sensor
Evaporative Emission Canister Purge Valve	Ignition Coil	Transmission Control Module (TCM)
Evaporative Canister Drain Valve (ORVR)	Ignition Ignitor	Transmission Inhibitor Switch
Evaporative Canister Filter	Ignition Relay	Tumble Generator Valve
Evaporative Canister Valve	Intake Air Temperature Sensor	Turbocharger Assembly
Evaporative Fuel Cut Valve	Intake Manifold	Turbocharger Duty Solenoid Valve (Turbo Pressure Control)
Evaporative Purge Solenoid Valve	Knock Sensor	Two-way Valve
Exhaust Manifolds	Multifunction Indicator Lamp	Valve Lifter
Exhaust Temperature Sensor	Manifold Absolute Pressure Sensor (MAP)	Vehicle Speed Sensor
Fuel Cut Valve	Manual Transmission Neutral Switch	Vent Valve
Fuel Filler Cap	Mass Air Flow Meter	

For more details about specific parts covered by The Federal Emissions Defect Warranty, contact your Subaru Dealer.

### PARTS COVERED UNDER THE FEDERAL EMISSIONS EXTENDED DEFECT WARRANTY 8 YEARS / 80,000 MILES Catalytic Converters (Front and Rear); Engine Control Module (ECM) (Electronic Emissions Control Unit/Onboard Emissions Diagnostic Device)

#### MISCELLANEOUS ITEMS USED IN CONJUNCTION WITH THE REPAIR OF THE ABOVE COMPONENTS ARE COVERED

Actuators	Clamps	Fittings	Hoses	Pipes	Sealing Devices	Tubes
Belts	Connectors	Gaskets	Housings	Pulleys	Sensors	Valves
Boots	Diodes	Grommets	Mounting Hardware	Relays	Springs	Wiring

**FEDERAL EMISSION CONTROL SYSTEMS WARRANTIES (CONT.)**

The Federal Emission Performance or Defect Warranties may be subject to future governmental regulatory action. Subaru of America, Inc., reserves the right to change the terms of these warranties to be consistent with these actions. See your dealer for information regarding possible changes.

**WHAT SOA WILL DO; HOW TO GET WARRANTY SERVICE**

Defective parts will be repaired, or at the option of SOA or your Authorized SUBARU Dealer replaced, with a new or remanufactured part without charge to you for labor and materials. Warranty claims must be made as soon as reasonably possible after a defect is discovered, but before the end of the warranty coverage.

It is recommended that warranty service be performed by the SUBARU dealer who sold you the car, although warranty service will be performed by an Authorized SUBARU Dealer located anywhere in the United States. The car must be brought to a SUBARU dealer's place of business during normal business hours. You will be notified in writing, as needed, to whether or not the repair qualifies under the warranty within a reasonable time (not to exceed 30 days after receipt of the vehicle by the dealer, or within the time period required by local or state law). The only exceptions would be if you request or agree to an extension, or if a delay results from events beyond the control of your dealer or Subaru. If you are not so notified, Subaru will provide any required repairs at no charge.

**YOUR MAINTENANCE RESPONSIBILITIES**

It is your responsibility to have all required scheduled maintenance services performed at the times and mileages stated in the Owner's Manual and this Warranty and Maintenance Booklet. SOA recommends that you retain receipts and maintenance records which show that the required maintenance services have been performed at the stated intervals. Receipts and maintenance records should be given to each subsequent owner of the car.

**RECOMMENDATIONS FOR MAINTENANCE  
SERVICE REPLACEMENT PARTS**

It is recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be Genuine SUBARU Replacement Parts. Without invalidating this warranty, you may elect to have

**FEDERAL EMISSION CONTROL SYSTEMS WARRANTIES (CONT.)**

maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use parts other than Genuine SUBARU Replacement Parts, for such maintenance, replacement or repair. However, the cost of such service or parts will not be covered under this warranty.

Use of replacement parts which are not of equivalent quality to Genuine SUBARU Replacement Parts may impair the effectiveness of emission control systems. If other than Genuine SUBARU Replacement Parts are used for maintenance, replacement or repair of components effecting emission control, you should assure yourself that such parts are warranted by their manufacturer to be equivalent to Genuine SUBARU Replacement Parts in performance and durability. SOA, however, assumes no liability under this warranty with respect to parts other than Genuine SUBARU Replacement Parts. The use of replacement parts which are not authorized by SUBARU does not invalidate the warranty on other components unless the non-authorized parts cause damage to warranted parts.

**WHAT IS NOT COVERED**

These warranties do not cover: (1) the performance of scheduled maintenance services including the replacement of parts (such as spark plugs and filters), beyond the scheduled maintenance period; (2) tune-ups, under any circumstances; (3) the car if the vehicle identification number is altered or cannot be read; if the car has been declared a total loss or is sold for salvage purposes; if the odometer mileage has been changed so that mileage cannot be readily determined; (4) the emission part if it is damaged; (5) the car if it is ever used in any race or other competitive event; and (6) material and labor expenses for repairs or diagnostic work performed at any facility other than that of an Authorized SUBARU Dealer, except in the case of an emergency.

These warranties do not cover any part which malfunctions, fails or is damaged due to: (1) objects striking the car or any road hazards, whether on or off the road; (2) collision, accident, fire, flooding, abuse, neglect, tampering, disconnection, misuse, or other events beyond the control of SOA; (3) failure to follow the operating instructions set forth in the Owner's Manual; (4) improper or inadequate maintenance; (5) improper installation, adjustment or repair of the car or of any warranted part unless performed by an Authorized SUBARU Dealer during warranty repair work; (6) alterations by changing, adding to or removing parts from the car;

**FEDERAL EMISSION CONTROL SYSTEMS WARRANTIES**

The following is the Subaru of America, Inc., new vehicle Federal emission control warranty statements which apply to cars distributed by SOA within the United States. These warranties do apply to cars sold and registered in states which have adopted California Specification Emission Control Systems and Warranties.\* California vehicles destined for sale in New York or other states that adopt California standards are subject to the same Federal emissions warranty as other motor vehicles. This Federal warranty is in addition to, and not voided by, the applicable state standards and/or warranty. Every owner of the car during the warranty period shall be entitled to the benefits of these warranties.

**LIMITED WARRANTIES ON FEDERAL SPECIFICATION EMISSION CONTROL SYSTEMS**

Subaru of America, Inc. (SOA)\*\* warrants to the owner of the 2005 model year SUBARU vehicle which is identified on the inside front cover of this Warranty and Maintenance Booklet (the "car") that the car (1) was designed, built and equipped so as to conform at the time of sale with all applicable regulations of the U.S. Environmental Protection Agency (EPA), including section 207(a) of the Clean Air Act (CAA), and (2) is free from defects in materials and workmanship which cause it to fail to conform with those regulations. Items that require scheduled replacement are warranted up to the replacement interval as specified in the schedule of inspection and maintenance services listed in this manual beginning on page 40. The warranty period shall begin on the date the car is delivered to the first retail purchaser or, if the car is first placed in service as a demonstrator or company vehicle prior to sale at retail, on the date the vehicle is first placed in such service. Exceptions to these warranties are listed below under the heading "What is Not Covered."

**EMISSIONS PERFORMANCE WARRANTY**

Some states and local jurisdictions have established periodic vehicle emissions tests to encourage proper vehicle maintenance.

\*California, Maine, Massachusetts and Vermont only.

\*\*For cars delivered in Hawaii only, Schuman Carriage Company, Ltd., 1234 S. Beretania Street, P.O. Box 2420, Honolulu, Hawaii 96804, has assumed all of the obligations of SOA under this warranty.

**FEDERAL EMISSION CONTROL SYSTEMS WARRANTIES (CONT.)**

If within the 2 year/24,000 mile, whichever comes first, performance warranty period, your car fails an emissions test approved by the U.S. Environmental Protection Agency (EPA), including section 207(b) of the CAA, which is required by the state or local government where the car is registered for use, your 2005 model year SUBARU vehicle is eligible for coverage under this warranty provided all of the following conditions apply:

1. The car has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the Owner's Manual and in the Warranty and Maintenance Booklet supplied with the car;
2. The car fails to conform during the warranty period of 2 years/24,000 miles, whichever comes first, to the applicable emission standards of the EPA as judged by an EPA-approved emissions test; and
3. The failure to conform results or will result in the owner of the car having to bear a penalty or other sanction (including the denial of the right to use the car) under local, state or federal law if the nonconformity is not remedied within a specified period of time.

If the car is eligible for coverage under this warranty, any non-conformities in the car which cause it to fail an EPA-approved emissions test will be repaired, or at the option of SOA or your Authorized SUBARU Dealer, replaced using new or remanufactured parts or adjusted to proper specifications, at no charge to you for labor and materials (including necessary adjustments and diagnosis), in order to make the car comply with applicable emissions standards of EPA. No claim under this warranty will be denied on the basis of your use of a properly installed EPA-certified emissions part for maintenance and repair.

**EMISSIONS DEFECT WARRANTY**

If within the 3 year/36,000 mile, whichever comes first, basic warranty period, any defective emission control part identified on the Federal Emission Warranty parts list (Page 21) fails, it will be repaired or, at the option of SOA or your Authorized Subaru Dealer, replaced with a new or remanufactured part without charge to you for labor and materials.

**EMISSIONS EXTENDED DEFECT WARRANTY**

For a period of 8 years/80,000 miles, whichever occurs first, specific Major Emissions Control Components — catalytic converter, electronic emissions control unit and the onboard emissions diagnostic device — are also covered by The Federal Emissions Defect Warranty.

HACKENSACK N.J.

PLACE STICKER AT TOP OR BOTTOM, TO THE RIGHT OF THE ADDRESS HERE. FOR ALL CITIES.

CERTIFIED MAIL



7005 1160 0001 4780 3757

TO N.J. DEPT. OF CONSUMER AFFAIRS  
P.O. BOX 45025  
NEWARK, N.J. 07101

