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ATTORNEY GENERAL

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Hartford, CT 06105-2294

2007 SEP 25 PM 1:37

Office of The Attorney General
State of Connecticut

September 18, 2007

[redacted]
New Fairfield, CT [redacted]

Dear [redacted]

This is to acknowledge receipt of your correspondence and to thank you for contacting our Office in connection with this matter.

By copy of this letter, we are forwarding your correspondence to the National Highway Transportation Safety Administration, which will follow-up with you. We sincerely apologize for any delay this transfer may cause, but the subject of your letter can best be reviewed by that agency.

Please do not hesitate to contact this Office in the future if we can be of further assistance to you.

Very truly yours,

M.G. Alonzo
Assistant Attorney General

MGA/pb
Enc.

NHTSA
Office of Objects Investigation/CRD
NVS – 216
1200 New Jersey Ave. SE
Washington, DC 20590

AA 09/25/07 KB

[redacted]
New Fairfield, CT [redacted]

July 23, 2007

VW of America Inc.
3499 West Hamlin Road
Rochester Hills, MI 48309

Dear Sir or Madam:

I am writing this letter to express my displeasure about a recent decision VW of America made regarding a repair made on my 2003 VW Passat (VIN# WVWPD63B73[redacted]

On 6/27/07 while driving my 2003 VW Passat on a parkway, I experienced a sudden downshift in the transmission resulting in me pulling off the road. After restarting the vehicle, I believed that the issue had gone away, however, 20 minutes later, the same problem occurred. When I arrived home I immediately called Danbury VW (where I have been servicing the vehicle) and was told to bring the vehicle in for prognosis, which I did. When my service advisor (Tony Basile) called and explained to me that the root of the transmission problem stemmed from a leak in a sunroof drain, I was shocked. How could a sunroof drain cause a problem with the transmission? Furthermore, I was floored when I was told that this repair would not be covered under my certified pre owned warranty and that I would be responsible for the payment.

Tony explained, in detail, that a clogged sunroof drain had caused water to overflow down the passenger front windshield "A" pillar causing corrosion in the transmission control module harness which is located at the passenger side footwell. He went on to say that this leak is considered an "outside influence" and therefore not covered under my certified pre-owned vehicle warranty. After contacting you via phone on 6/29/07, you advised that you would look into the matter. On 7/4/07 VW of America notified me that you would not warranty this repair due to the "outside influence" which caused this problem.

Since I needed the vehicle for work, I went ahead and told my service advisor to make the repair. When picking up my vehicle on 7/7/07 I explained my dissatisfaction to Tony about VW's decision and that I would no longer be servicing my vehicle at Danbury VW. I explained that this problem is a direct result of a design flaw with the sunroof drain and should be covered by my CPO warranty.

But the story continues...as I was pulling out of the dealer lot, I stepped on the gas and the same problem happened! After Danbury VW having the vehicle for more than a week and costing me [redacted] in repairs, the problem still existed. So I turned around and brought it right back in to see Tony. They told me they would have to keep it to look at what the problem was. Mind you, I had my wife drive me to pick up my car, then come back to pick me up when it was found out my vehicle was not repaired. Talk about inconvenience and inept service? I rely heavily on my vehicle as my job in sales needs for me to be on the road visiting clients. Not having my vehicle cost me valuable time and potential future income.

On Tuesday 7/10/07, Tony called and explained that the problem this time was a faulty transmission control module (TCM). He said that the good news was that this repair WAS covered under the CPO warranty. Now I am wondering, was the TCM the problem all along and not the "corroded" harness? Did I need to pay [redacted] in repairs? Might the problem have been the TCM all along!

Another question I have is how can the replacement of the faulty TCM be under warranty, yet, the "corroded" harness repair not be covered under warranty? Didn't the water leak (outside influence) cause all of these issues? Why is it that I had to pay [redacted] for the first problem, yet my CPO warranty covered under me for the second? Also, I paid for a repair that was never corrected properly. If indeed the problem all along was a faulty TCM, then my warranty should cover me 100%.

I am requesting the following information from VW of America;

1) I would like to know how many 2003 VW Passat's experienced clogged sunroof drains which led to interior electrical damage.

2) I would like a complete repair history on my vehicle whenever it was serviced at a VW dealer. Also I would like to know what was done while the vehicle was at the dealer.

I purchased a CPO vehicle knowing that I would be covered in instances such as these. Up until this time, I have had nothing but positive things to say about my 2003 VW Passat. From the time I purchased my CPO vehicle from Danbury VW in August of 2005, the dealership has provided me with excellent service. However, this experience has changed my view and I am saddened by that.

Finally, I am requesting that I be refunded the [redacted] that I spent on the repair of the TCM harness. If my CPO warranty covered me for the faulty TCM, then it should cover me for the initial harness repair.

Awaiting a response,

[redacted]

cc: Attorney General, State of Connecticut