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[REDACTED]
New York, NY

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March 25, 2008

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
400 Seventh Street, SW
Washington, DC 20590

In Re: Toyota 2008 Highlander Hybrid Ltd (VIN JTEEW44A482[REDACTED]) Gas Tank Damage.

Dear Sirs/Mss:

My wife and I leased this brand new car from Toyota of Manhattan (645 11th Avenue, New York, NY 10036; telephone 212-541-8470) on 12/1/2007. We keep it parked in an indoor garage, and it is only driven by my wife or myself.

On 2/8/2008, after having the car less than 2-1/2 months and driving it only 2,450 miles without accident or other damage, the engine check light came on and the car would not accept gas when the gas station attendant tried to fill the tank.

The service manager at Toyota told us the next day that the OVR valve and charcoal filter in the gas tank were damaged, that this was most likely caused by overfilling (i.e., "topping off") the gas tank, and that Toyota's manufacturer's warranty would not cover the cost of repair, as the damage was considered the owner's responsibility. Toyota maintained this position, although I explained that Toyota had never advised us that topping off the gas tank could cause such a problem or that Toyota's warranty would not cover the cost of repairs. I also explained that we regularly fill up at a gas station in New Jersey, where the station attendant fills the tank because self-service is illegal.

Furthermore, in an exhaustive search, with the assistance of Toyota's shop foreman and two other Toyota employees, we confirmed that there is no mention of this possible damage or the fact that Toyota's warranty excluded the cost of repairing it in any of the documentation (owner's warranty, owner's manual, maintenance schedule, lemon law booklet, etc.) Toyota provides to new owners.

However, the shop foreman subsequently came up with a flyer that he had prepared in 2003 to give to new car owners, but which we had not been given until that moment, after the damage

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was done, that did caution against topping off the gas tank, indicating that Toyota had, in fact, known about this problem for at least five years.

When I discussed the matter with the general sales manager at Toyota, he said he had never heard of such a problem and that topping off the gas tank had been a common practice among car owners and gas station attendants for many years. He then assured us that he would see to it that we would not have to pay for the repair.

In the end, however, Toyota's director of parts and service overruled the general sales manager and required us to pay \$1,656 plus tax for the repair in order to get our car back, and also to pay the rental fee for the loaner car we had to use in the meantime, for a total expense of \$1,908.39 (Toyota of Manhattan Invoice #110769, dated 2/20/2008).

We feel that Toyota is at fault for not advising us in advance, as new car owners, of this gas tank problem and of the limits of their warranty in this regard. I would appreciate any information or assistance you might provide in helping us to get Toyota to reimburse us for this expense and/or to encourage them to update their new car documentation to alert other owners of this issue.

If you need any additional information, such as copies of the invoice, etc., please let me know and I will forward them.

Thank you for your attention on this matter.

Sincerely, /

