

SEP - 6 2011

August 4, 2011

National Highway Traffic Safety Administration  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590

To Whom It May Concern:

Enclosed please find a copy of a letter that was sent to American Honda Corporation with reference to a federally covered warranty that has been denied.

The problem concerns the ECM module (the warranted part) which the manufacturer is claiming failed due to condensation from the air conditioner located immediately above this part. The manufacturer has acknowledged that the problem was out of the customer's control but at the same time is claiming that it is out of their control. As they have designed the vehicle, we find this position totally illogical and wish to make you aware of this issue as I am sure we are not the only customers to have experienced this problem. The letter outlines the full details and expenses incurred.

We hope your attention to this matter would avoid this similar problem for other Honda owners.



Bellmore, New York

MC  
092711  
TGW

July 14, 2011

American Honda Motor Co., Inc.  
1919 Torrance Boulevard  
Torrance, California 90509-9870

To: Director of Customer Service  
Re: Case #: N012011-06-1402239

I am writing to you, as I have been a loyal and multiple Honda owner since 2002. The reputation and reliability of your company has always impressed me as a customer. I bought and still own a 2002 Honda Accord. I leased and had no problem with a 2004 Honda Accord. Currently, I leased my most recent 2006 Accord and was satisfied enough to purchase it at the end of the lease period, hoping to continue what I thought was Honda's outstanding reputation for standing behind their products.

Now, for the first time in nine years, I have a legitimate claim for warranty help that is being denied. At barely 56,500 miles, my ECM computer has failed. No one, from the dealer and up to and including your organization seems to dispute that this part is federally covered for 8 years or 80,000 miles, which I am far below on both counts.

What is being questioned is what caused the part to fail. It has been determined that a minute amount of condensation from a normal perfect functioning air conditioner unit has dripped onto the computer and caused the problem. This is not an act of nature or some unusual out of the ordinary abuse or lack of care for the vehicle, which on the contrary has been serviced reliably at each 3,000 mile interval. In fact, the dealer had shared that this problem was quite common in the past and was completely covered. My independent mechanic has also shared that he had the same problem with an Acura (the Honda luxury division) and also had no difficulty with the warranty claim. It seems obvious to all that there is a design flaw in the location of the air conditioner in relation to the ECM unit, which is totally out of the customer's control.

As a result of this part failure, your loyal customer has incurred towing expenses of \$89.28 from being stranded on a highway, out of pocket expenses for replacement rental cars of \$87.37 and an overwhelming charge of \$736.16 for the replacement part.

It is most surprising and extremely disappointing that a fine company such as yours does not seem to be giving any consideration to customer loyalty and a legitimate federal warranty claim well within the covered period.

Unfortunately, we have been equally disappointed with the customer service attention given to this matter. We understand the volume of issues that are handled by your organization. At the same time, we would have expected a better response to our continued four time attempt of phone calls over a week long period in order to explain this situation personally. I certainly can understand that you have many claims that are either not within the warranty period or have occurred, as a result of, gross negligence

that cannot be covered. This situation, with no customer control and well within the federal warranty period for a loyal multiple Honda owner, is certainly not one of those cases. In addition, the amount of money involved, although not significant to a company of Honda's size, is extremely burdensome for us as a customer.

It would be most disappointing for us to end our association with the Honda organization, as well as the recommendation of your products, as a result of this first time legitimate claim being denied and Honda not accepting responsibility during this acknowledged federal warranty period.

We look forward to your sense of fairness and re-examination and reimbursement of this covered claim, along with the associated expenses.

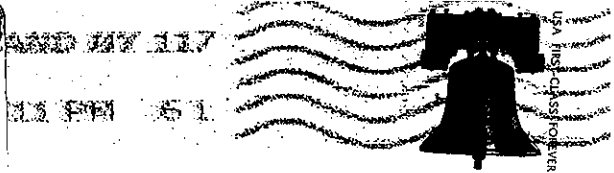
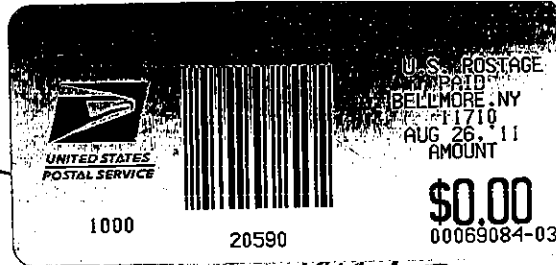
Respectfully yours, 

Cc: National Highway Traffic Safety Administration  
Department of Consumer Affairs – Nassau County  
New York State Attorney General  
Newsday - info@motormatters.biz

Enclosures

Bellmore, NY

EF



Administrator  
National Highway Traffic  
Safety Administration  
1200 New Jersey Avenue, S.E.  
Washington, DC [redacted] 20590

