

NVS-200

CL-10493901-5800

JAN 10 2013



Woodbridge, ON
Canada

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EXECUTIVE SECRETARIAT

Re: Spontaneous Shattering of Sun Roof

BMW of North America, LLC
P.O. Box 1227
Westwood, New Jersey
07675-1227

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

Wednesday, January 2, 2013

To Whom It May Concern,

I am writing to you with great concern, not only for my own safety, but for the safety of other drivers and passengers of BMW vehicles in general.

On December 28, 2012, I was driving my 2013 BMW X1 XDrive (purchased in October 2012) VIN number WBALVL1C59DV [redacted]

On my home, at approximately 11:00 am, I was making a right turn in my residential area from Medallion Blvd. onto Mapes Ave. when suddenly, to my astonishment I found myself covered in my sun roof. The sun roof fell apart in tiny fragments of glass all over my seats, floor and of course, on my skin and clothing. I am appalled that the glass shattered spontaneously, and I use the term "spontaneously" to stress the fact that nothing caused this to happen. Nothing hit my car, there were no environmental interference such as trees, nor anything that would impede, constrict, or in any way come in contact with the vehicle, as I was also the only driver on the road at the time the event took place.

To reiterate, there should be no reason why this should have occurred, as I was driving at approximately 20 km/h, was not passing under an over pass, there were no other cars/trucks directly ahead of me/around me, and there was no other sound explanation as to why the glass would suddenly shatter. Thankfully there were no other passengers, children or animals in my car at the time however, if there had been, it scares me to think that the same pieces that had fallen on my head and body could have potentially caused great danger and harm to someone else. I am wondering if your company or anyone else has any documentation as to why something like this could happen, and/or if this has happened "unexplainably" to other customers/passengers traveling/driving in any of your vehicles.

After speaking with various people at BMW Autohaus and BMW Canada Customer Service, I was contacted today, and was notified over the phone of their intent to not cover the repairs of the sun roof. The quotation I received after preliminary investigation and suggestions made by the dealership is for \$9,854.00, and I was to be contacted with a final decision today when the offices re-opened after the holidays. After speaking with representatives at the regional office, and with people from the Autohaus dealership, I requested a report or further information with regards

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to the warranty and terms and conditions however, I was directed (by both a customer service rep, and an Autohaus rep) to look through the warranty booklet that was provided along with my owner's manual, and I was assured that all the information with inclusions/exclusions, terms and conditions, etc. would be found in there. After thoroughly reading through the entire warranty, I was not able to find anything written that the sun roof is not covered under the warranty. I am appalled that the "investigation" was quite brief and in my opinion not in depth enough, as well as it provided no written feedback or statement as to their final decision, as normal customer service would entail, as I assume a valued customer would receive. Furthermore, I must stay that I find the way this situation was received and handled unsatisfactory at best; the omission of their response and follow-up with me implies BMW and its associates are not in any way concerned for the safety of its travelers/owners. A final conclusion was made after only speaking with someone over the phone and seeing pictures of the damage. No one else (other than the shop foreman) came to assess the damage, and the decision not to cover the damage through warranty was then relayed to me via phone, where I was also instructed to come retrieve the vehicle at my earliest convenience, not to mention the fact that I was only informed at this time that the complimentary vehicle I was provided was in fact a rental and was then told that I would also have to pay for this service.

Regardless, I will overlook this, and intend to pay only from the day I was notified of the refusal of warranted repairs, and at which point I received a notice that the complimentary car rental which I had been provided was in fact not complimentary at all during the assessment. Therefore, I intend to pay only the use of today January 02, 2013 until I return the vehicle which will be January 4th 2013 seeing that BMW only communicated this at the time of refusal to repair and due to the circumstance of BMW's holiday break.

To conclude, after being dismissed so easily I kindly ask that you take a moment and re-evaluate the information provided, as well as take interest in my expressed concern; it seems too insufficient and inadequate, not to mention irresponsible to put the safety of current and future customers at risk, when making such a decision.

As a first time customer, BMW's reputation is not being upheld and/or reflected in any way as I thought I would be receiving when making such an investment on a vehicle.

I believe we have promptly and sufficiently stated our concerns formally over the phone, by onsite visit, and now as a written formal letter with regards to the possibility of a defect in the actual rack/frame and/or glass itself.

I welcome, and look forward to a written statement from you with regards to your company's response on their moral obligation, and statement and/or terms of culpability.

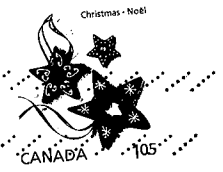
Kind Regards,



CC: Domenic Ismaele (Service Manager, BMW Autohaus)
Payman Nasrollahi (Assistant Service Manager, BMW Autohaus)
NHTSA
Defect Investigations and Recalls, Transport Canada
Canadian Better Business Bureau

Woodbridge, ON

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