

CL-10533554-1087

JUL 26 2013

[REDACTED]
North Hampton, NH [REDACTED]
[REDACTED]

National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
West Building
Washington, DC 20590

July 12, 2013

Subject: Safety Concern with Ford Motorhome Chassis
VIN # 1F65F5DY4B0 [REDACTED]

I am writing to express my concern regarding a potential safety issue with the front leaf springs on a 2011 Four Winds Windsport motorhome on a Ford Chassis with the subject VIN. The left front leaf spring failed/sagged at the axel. This defective spring was discovered by Al's Automotive in Exeter, New Hampshire when we took the vehicle in for an alignment check with only about 6400 miles on the vehicle. We took the vehicle in for an alignment check because the front tires were badly worn and cupped. We contacted Ford and were told the vehicle was not safe to drive. After considerable hassle and run-around, Ford had the vehicle towed to Prime Ford in Saco Maine where the left front leaf spring and front tires were replaced.

My concern is twofold. First, we were told by mechanics at two independent truck repair shops that Ford should not only cover the cost of replacing the defective spring and resultant damaged tires but should also replace the other front spring. They said Ford should replace both springs to maintain the integrity of the front suspension system for reasons of safety, proper alignment and tire wear. It is one thing to refuse to replace both springs when one fails but quite another to fail to cover even the defective spring and the tires damaged because of the defective spring.

Second, to date Ford has not seriously considered my request for warranty reimbursement for the defective spring and resultant tire damage saying the leaf spring was subjected to external damage and is therefore not covered by the warranty. Yet they offer no evidence of this "external damage". In addition Ford and Prime Ford have offered conflicting accounts of just what external damage was supposed to have been done to the defective leaf spring. They also offer conflicting accounts as to just who is denying my claim for warranty reimbursement, pointing to each other.

I firmly believe the leaf spring is/was defective and should therefore be covered by warranty. Even more importantly, trying to pass off the spring defect as after-manufacture "external damage" is to not only avoid warranty coverage but also to ignore a potentially serious safety issue.

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Ford has been abysmally unresponsive regarding this matter. It took many, many phone calls and three letters from me and two letters from the New Hampshire Attorney General to even get a written reply from Ford. Then they simply dismissed my request for warranty coverage out of hand without addressing my many concerns. The enclosed letter to Ford contains additional information on these issues and concerns. The enclosed letter was sent to Ford in one more attempt to secure warranty coverage and a responsive reply from Ford.

Please feel to contact me if you have any questions on this or the enclosed letter.

Sincerely,



Enclosure:

a/s

[REDACTED]
North Hampton, NH [REDACTED]
[REDACTED]

Ford Customer Service Division
PO Box 6248, MD 4S-B
Dearborn, MI 48126

July 12, 2013

Attn: Ms. Virginia S. Tucker, Consumer Affairs Legal Analyst

Subject: Request You Reconsider Your Denial of Warranty Reimbursement for
Costs of Replacing Defective Leaf Spring and Resultant Tire Damage

Reference: Ford letter dated April 23, 2013, File: 2013103648 (copy enclosed)
2011 Four Winds Windsport Motorhome
Ford VIN # 1F65F5DY4B0 [REDACTED]

Dear Ms. Tucker:

I am writing to request you reconsider your denial of warranty reimbursement for the \$1,713.27 cost of replacing a defective left front leaf spring and the resultant damage to the front tires on my Ford motorhome chassis. I request this reconsideration for several reasons as follows:

- Lack of evidence of external leaf spring damage. In your letter dated April 23, 2013 you note in part; *It was determined by our dealership, Prime Ford, on September 20, 2012, the left front spring pac was bent the wrong way. It was also determined that this damage was the result of an external source and not a manufacturing defect.* I repeatedly requested that someone from the repairing dealership (Prime Ford of Saco Maine) or Ford show me the external damage. I am convinced no one can or will show me this external damage because it does not exist. The only person to show me how the spring failed was Steve Kitchen, the Service Technician who actually replaced the spring. He showed me how it clearly sagged at the axel - not bent, no external damage, just sagged/failed. This seems to be a clear material defect. As I read the warranty, the vehicle is covered for malfunction or failure "...due to a manufacturing defect in factory-supplied materials or factory workmanship." Again, absent any evidence of external damage, this appears to clearly be material failure.
- Conflicting information on the "external damage." As noted above, the Prime Ford Service Technician showed me the spring clearly sagged at the axel. Your letter notes that the *leaf spring pac was bent the wrong way* [emphasis added].

When I called Prime Ford on September 25, 2012, the Service Manager, Mitch Dick, told me "both leafs are bent up as if jacked up by the spring." In a December 18, 2012 phone call to the Prime Ford Service Advisor, Evan Belanger, he told me the leaf spring was bent at the back end, where it connects to the bushing. Not only are these accounts inconsistent, they make no sense because the motorhome was never jacked up by the spring and there is no evidence of this "external damage". Again, I ask that someone from Ford or Prime Ford at least have the courtesy to show me the external damage to the leaf spring (which I have) if it does exist, rather than dismiss my claim out-of-hand using conflicting accounts of the so called external damage.

- Conflicting information on who actually denied warranty coverage. Basically, Ford claims the Prime Ford dealership denied coverage and Prime Ford claims Ford denied coverage.
 - In your letter dated April 23, 2013, you note that Prime Ford made the determination. You stated in part; *It was determined by our dealership, Prime Ford, on September 20, 2012, the left front spring pac was bent the wrong way. It was also determined that this damage was the result of an external source and not a manufacturing defect.* [Emphasis added.]
 - In multiple phone conversations with the Prime Ford Service Advisor, Evan Belanger, on September 20, 21, 24, and 25, 2012, he told me they were checking with Ford as to warranty coverage.
 - When I returned to Prime Ford on September 29, 2012 to have the front wheels rebalanced (they were out of balance when I picked up the vehicle the day before) I spent over three hours waiting for the vehicle. During that time I spoke a number of times with the Service Manager about the lack of warranty coverage. He went on and on about how Ford denied the coverage and how bad Ford is at honoring its warranties. He even noted how surprised he was (when he came to work at a Ford dealership after many years at a Toyota dealership) at how bad Ford was at honoring its warranties because Toyota is so good at honoring theirs.

The question I have is just who made the determination to deny warranty coverage for the defective spring and resultant damaged tires and on just what basis?

- The tire damage was the result of spring failure. In a September 20, 2012 phone call to Evan Belanger at Prime Ford, he stated the defective spring will definitely affect the tires. The service manager at Al's Automotive in Exeter, New Hampshire told me the defective spring did cause the tire damage. The motorhome was initially taken to Al's Automotive for an alignment check. This is where the spring defect was initially discovered.
- Both front springs should have been replaced. I was advised by Al's Automotive at the time they noticed the defective spring that Ford should replace both front springs when one fails in order to maintain the integrity of the front suspension system for reasons of safety, alignment and tire wear. It is one thing to refuse to

replace both springs when one fails but quite another to fail to cover even the one that failed and the tire damage that that failure caused.

Again, I request you honor the warranty and reimburse me for the \$1,713.27 cost of replacing the defective left front leaf spring and the resultant tire damage. I also request someone from Ford or Prime Ford show me just what the external damage to the leaf spring is if it does exist, who made this determination and who determined this is not a warrantable defect. After my considerable inconvenience with the vehicle being unusable, making many, many phone calls, multiple trips to the dealership, and writing several letters, I believe this is the least that can be done - rather than just dismissing my claim out of hand with no showing of convincing evidence of external damage. If you or Prime Ford cannot show me the external damage, maybe you can show it to a Judge as the New Hampshire Attorney General suggested I may wish to explore other remedies such as consulting with a private attorney or filing a claim in court.

Please contact me at telephone number [REDACTED] email at [REDACTED] or the address above if you have any comments, questions or need any additional information in considering this request.

Sincerely,

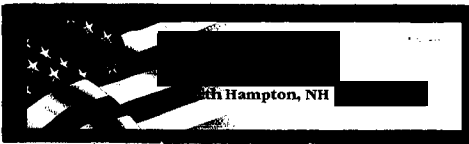
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Enclosure:

a/s

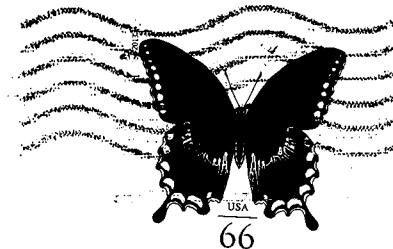
Copy furnished (w/o enclosure):

Prime Motor Group
Prime Ford Lincoln Mercury Mazda
New Hampshire Attorney General
National Highway Traffic Safety Administration
Thor Motor Coach



MANCHESTER NH 030

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National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
West Building
Washington, D.C. 20590

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