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

**Safety Recall Notices**

AUG 29 2013

Vehicle Year: 2009      Vehicle Make: KAWASAKI      Vehicle Model: VULCAN

**NHTSA Campaign Number:**

10V507000

**Component Description:**

SERVICE BRAKES, HYDRAULIC; PEDALS AND LINKAGES

**Defect Description:**

KAWASAKI IS RECALLING CERTAIN MODEL YEAR 2009-2010 VULCAN MOTORCYCLES. THE ENGINE MAY STALL IF THE RIDER IS COASTING WITH THE CLUTCH PULLED IN DUE TO AN IMPROPER SETTING OF THE ENGINE CONTROL UNIT (ECU).

**Consequence Description:**

ENGINE STALLING COULD CREATE A POTENTIAL FOR A CRASH RESULTING IN INJURY OR DEATH.

**Corrective Action:**

DEALERS WILL REPLACE THE ECU WITH ONE CONTAINING REVISED SETTINGS TO ADDRESS THE ENGINE STALLING. THE SAFETY RECALL BEGAN ON NOVEMBER 1, 2010. OWNERS MAY CONTACT KAWASAKI CONSUMER SERVICES DEPARTMENT AT 1-866-802-9381.

NAM  
9313  
SMD

I have had problem with my motorcycle year 2009  
Kawasaki the whole time I had it brought in it in 2001 New no  
Mileage had it 2 weeks took back for not starting, popping,  
Spitting + Jucking, left it for 1 day H'Bury Cycle said it was the battery  
tried riding it again did the same thing loaded it up again the same  
thing happened, said battery, if a motorcycle is new it don't  
have to have a battery it should be new under warranty the next time  
he called Sheffield financial and explained to them about the problems  
he had they then called H'Bury Cycle and told them to fix it, stayed 3 days  
still doing the same thing he was paying insurance on it + Loan note but  
could not ride it for the problem it had not starting, popping spitting on 7-1-13  
he had an accident on Hwy 49 it cut off on him thowed him in a ditch, total bike  
out injured him badly the left side of his body face, head, neck, side, leg, arm, thigh, he loss 3  
ways Nothing from insurance, Nothing from loan nothing for him like to loss his life!  
Nothing but hospital bills + [redacted] for 2 weeks insurance man said it was a recall.  
P. O. Box [redacted] [redacted] Irvine, California

didn't check this preparation check list

this bike was a recall that's what the insurance claim said he pulled it up on the computer the same day or next day of accident it read the same thing popping, sticking, jacking

**MOTORCYCLE**

**KAWASAKI ASSEMBLY AND PREPARATION CHECK LIST**

I hereby certify that prior to delivery to the first retail purchaser, assembly and preparation servicing was performed on the vehicle listed below in accordance with the following check list, and in compliance with the established procedures prescribed by Kawasaki.

MODEL \_\_\_\_\_ FRAME NO. \_\_\_\_\_ ENGINE NO. \_\_\_\_\_

Check  each item when completed. Cross off any items that are not applicable. KEY CODE \_\_\_\_\_

**ASSEMBLY CHECK LIST**

- INSPECT CRATE— check for damage per bulletin WTY 02-01 and take photos if necessary.
- UNCRATE—check for damage and missing parts.
- FRONT FENDER—install.
- FRONT BRAKE—clean, inspect, install.
- FRONT WHEEL—assemble, install.
- THROTTLE ASSEMBLY—install
- HANDLEBAR—install.
- SWITCH CASES—install, connect wires, install wiring clamps
- STEERING COVER—install.
- FRONT BRAKE LEVER—install, connect cable.
- MASTER CYLINDERS—install, check fluid level.
- CLUTCH LEVER—install, connect cable.
- MIRRORS—install.
- SEAT AND HAND RAIL—install.
- DOCUMENT CONTAINER—install.
- FOOT RESTS—install rider and passenger rests.
- SKID PLATE—install.
- WINDSHIELD/FAIRING—install.
- SADDLEBAGS—install.
- BACKREST—install.
- SERVICE BULLETINS—perform pressale repairs required on this unit and enter Bulletin Numbers of repairs made:

ASSEMBLED BY: \_\_\_\_\_ Signature

**PREPARATION CHECK LIST**

- BATTERY—fill with electrolyte, charge, test and install.
- ENGINE AND TRANSMISSION OIL—check level, torque drain plug(s) to specification and check filler cap for tightness.
- FINAL GEAR CASE OIL—check level, torque drain plug and filler cap to specification.
- FUEL TANK AND TAP— check for leaks, fill with gasoline or premix.
- COOLANT—check level in radiator or reserve tank and fill to upper line.
- CLUTCH—adjust cable and actuating lever, check fluid and operation.
- DRIVE CHAIN—adjust.
- BRAKES—adjust, clean disks, check fluid and operation, bleed if necessary.
- CONTROLS—set in proper position, cables, hoses and wires routed correctly.
- FRONT FORK—adjust damping settings if necessary.
- REAR SHOCK(S)—check and adjust preload and damping settings if necessary.
- TIRES—inflate to proper pressure.
- THROTTLE—check cable routing, adjustment and operation.
- CARBURETOR—check and adjust idle speed.
- CHOKE—check cable routing, adjustment and operation.
- AIR CLEANER (Off-Road Models)—check foam air filter element for proper oiling; apply foam air filter oil if necessary.
- ELECTRICAL—check headlight(s) and aim, tail light, instrument lights, brake light, turn signals, horn, four-way flashers, and indicator lights.
- LUBRICATION—lubricate items indicated in Owner's Manual.
- FASTENERS—check all nuts, bolts, cotter pins, and other fasteners, tighten if necessary (Refer to Check and Tighten or Fastener Check in the appropriate A&P Manual or Supplement).

PREPARED BY: \_\_\_\_\_ Signature

**TEST DRIVE CHECK LIST**

- CONTROLS—check throttle, starter, starter interlock, clutch, brakes, stop switch, and shift pedal.
- SUSPENSION—check operation and handling.
- ENGINE—check starter operation, and engine starting and running.
- LEAKS—check for fuel, oil, coolant, brake fluid, and exhaust leaks.
- INSTRUMENTS—check operation
- INDICATOR LAMPS—check operation.
- COOLANT—check level.
- STEERING—check for smooth movement lock to lock, no looseness or binding.

TEST DRIVEN BY: \_\_\_\_\_ Signature

**CUSTOMER DELIVERY**

- OWNER'S MANUAL—explain importance of reading and understanding all information. Highlight safe practices and maintenance sections. Give to customer.
- PRODUCT REGISTRATION FORM— complete required information, give customer copy, send immediately to Kawasaki.
- WARRANTY POLICY CERTIFICATE—explain coverage and owner's responsibilities.
- GOOD TIMES PROTECTION PLAN—explain features of plan and benefit to customer.
- EMISSION WARRANTY POLICY CERTIFICATE(S)—explain coverage.
- OPERATION—explain proper operation, position controls.
- EMISSIONS REGULATIONS—explain emissions systems maintenance and the importance of the first service.
- CONTROLS AND MIRRORS—adjust to suit customer.
- TOOL KIT—install, demonstrate access procedure.
- KEYS—complete set, offer to make spare keys. Record key code.
- FIRST SERVICE—explain the importance of the 500 mi. service.
- PERIODIC MAINTENANCE—explain periodic maintenance requirements.
- BATTERY—explain responsibility to maintain fluid level (conventional type) and full state of charge during periods of non-use. Provide information on appropriate battery charger.
- WALK-AROUND INSPECTION—check for cosmetic damage.

DELIVERED BY: \_\_\_\_\_ Signature

**DEALER VERIFICATION**

Dealer Name: \_\_\_\_\_

**CUSTOMER SIGNATURE**

The dealer has demonstrated and explained to me all items referred to in the Customer Delivery section of this check list

# KAWASAKI LIMITED WARRANTY MOTORCYCLE

Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California (hereinafter "Kawasaki") warrants for a period of twelve (12) months from the date of initial retail purchase from an authorized Kawasaki motorcycle dealer that each new 1983 and subsequent model year Kawasaki motorcycle shall be free, under normal use and maintenance, from any defect in material and workmanship subject to the following conditions, exclusions, obligations and limitations:

**1. EXCLUSIONS.** The following are specifically excluded from the terms and provisions of this warranty:

- (a) All off-road and competition designated model Kawasaki motorcycles.
- (b) Any Kawasaki motorcycle engaged in competitive racing or related use.
- (c) Any Kawasaki motorcycle utilized for rental purposes.

**2. COVERAGE.** Any material or workmanship found to be defective by Kawasaki within the twelve (12) month warranty term shall be remedied without charge for parts or labor at any authorized Kawasaki motorcycle dealer located within the United States of America.

Under certain conditions Kawasaki may authorize certain service work to be performed by authorized Kawasaki dealers after the expiration of the warranty term. Contact any authorized Kawasaki dealer for further information that may be applicable to your product.

*TOOK BACK several time for popping, spitting, jerking cutting off 2 weeks after purchase*

**3. OWNER'S OBLIGATIONS.** The following obligations must be fulfilled by owner to maintain the validity of the Kawasaki warranty:

- (a) Owner must deliver the motorcycle to an authorized Kawasaki motorcycle dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance chart contained in the owner's manual. The inspection, maintenance services and adjustments are to be performed at owner's expense.
- (b) Owner must present a copy of the Warranty Registration Card or other proof of initial retail purchase date to an authorized Kawasaki motorcycle dealer at the time warranty repairs are performed on the motorcycle.

**4. LIMITATIONS.** This warranty shall not apply to or include any of the following:

- (a) Repair or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Kawasaki, and/or (vii) wear and deterioration occasioned by the use of the motorcycle.
- (b) Routine maintenance services and adjustments.

**5. LIMITED LIABILITY.**

- (a) The liability of Kawasaki under the twelve (12) month warranty is limited solely to the remedying of defects in materials or workmanship by an authorized Kawasaki motorcycle dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the motorcycle or transportation of the motorcycle to or from the Kawasaki dealer. KAWASAKI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE KAWASAKI MOTORCYCLE FOR ANY PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- (b) NO EXPRESS WARRANTY IS GIVEN BY KAWASAKI WITH RESPECT TO THE KAWASAKI MOTORCYCLE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE TWELVE (12) MONTH WARRANTY TERM SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- (c) No dealer is authorized to modify this Kawasaki Limited Motorcycle Warranty.

**6. LEGAL RIGHTS.** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

# KAWASAKI LIMITED WARRANTY FEDERAL EMISSION CONTROL SYSTEMS

Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California 92618 (hereinafter "Kawasaki") warrants that each new 1991 and subsequent model year Kawasaki Motorcycle that includes as standard equipment a headlight, taillight and stoplight:

- (a) is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency; and
- (b) is free from defects in material and workmanship which cause such motorcycle to fail to conform with applicable regulations of the United States Environmental Protection Agency, for a period of 5 years, or 12,000 kilometers (7,456 miles), if the motorcycle's engine displacement is less than 170 cubic centimeters; or 18,000 kilometers (11,185 miles), if the motorcycle's engine displacement is equal to or greater than 170 cubic centimeters but less than 280 cubic centimeters; or 30,000 kilometers (18,641 miles), if the motorcycle's engine displacement is 280 cubic centimeters or greater; whichever occurs first.

This warranty time and mileage period shall begin on the date the motorcycle is delivered to the initial retail purchaser, or on the date the motorcycle is first placed in service as a demonstrator, rental, lease or company motorcycle prior to retail sale.

1. **COVERAGE.** Warranty defects shall be remedied during customary business hours at any authorized Kawasaki motorcycle dealer located within the United States of America in compliance with the Clean Air Act and applicable regulations of the United States Environmental Protection Agency. Any part or parts replaced under this warranty shall become the property of Kawasaki.
2. **OWNER'S OBLIGATIONS.** The following obligations must be fulfilled by the owner to maintain the validity of the Kawasaki Emission Systems Warranty:
  - (a) Owner must deliver the motorcycle to an authorized Kawasaki motorcycle dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance chart contained in the owner's manual. The inspection, maintenance services and adjustments are to be performed at the owner's expense.
  - (b) Owner must present a copy of the Warranty Registration Card (or other proof of initial retail purchase date issued at the time of purchase) to an authorized Kawasaki motorcycle dealer at the time warranty repairs are performed on the motorcycle. You may also be required to show that you have performed the required maintenance which is related to the alleged defect, so you should have detailed receipts indicating that the required periodic maintenance has been performed in accordance with the Periodic Maintenance chart in your owner's manual.
3. **LIMITATIONS.** This Emission Control Systems Warranty shall not cover any of the following:
  - (a) Repair or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Kawasaki, and/or (vii) use in competitive racing or related events.
  - (b) Replacement of parts and other services and adjustments required for routine maintenance.
  - (c) Any motorcycle on which odometer mileage has been changed so that the actual mileage cannot be determined.
4. **LIMITED LIABILITY.**
  - (a) The liability of Kawasaki under this Emission Control Systems Warranty is limited solely to the remedying of defects in materials or workmanship by any authorized Kawasaki motorcycle dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the motorcycle or transportation of the motorcycle to or from the Kawasaki dealer. KAWASAKI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE KAWASAKI MOTORCYCLE FOR ANY PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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HTSA. U.S.  
Department of Transportation,  
Washington, D. C. 20590  
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