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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

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U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline

Date Received

17-MAR-2014

Repository ☐

Reference No.
10572763

APR 29 2014

OWNER INFORMATION (Type or Print)

Name

Address

City

AMHERST

State OH

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

2C3JA63H05H

Make

CHRYSLER

Model

300C

Model Year

2005

Date Purchased

JUNE 12 2004

Dealer's Name and Telephone Number

SLIMAN'S SALES & SERVICE 440-988-4488

Engine:

No: Cylinders

Fuel Type:

GASOLINE

Original Owner

☒

Dealer's City

AMHERST

State

OHIO

Zip Code

44601

8

Transmission Type

Automatic

☒ Antilock Brakes

☒ Cruise Control

Powertrain

HEMI 5.7 SPMI REAR wheel DRIVE

Multiple Failure:

EACH TIME YOU FILL GASOLINE TANK

Incident Date(s)

03-SEP-2007 08-NOV-08

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: FUEL/PROPULSION SYSTEM (PWS)

The FIRST failure was 22000 miles Nov 20 2008 car never fixed by dealer - now have 32000 miles

Failure Mileage

22000

Failure Speed

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury (ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury (ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2005 CHRYSLER 300C. THE CONTACT STATED THAT AFTER REFUELING, THE VEHICLE STALLED WITHOUT WARNING. THE FAILURE WAS RECURRING AND WHETHER THE FUEL TANK WAS FULL OR LOW IN FUEL. IN ADDITION, THE POWER STEERING ASSIST SPORADICALLY FAILED WITHOUT WARNING. THE VEHICLE WAS TAKEN TO AUTHORIZED DEALER, WHO WAS UNABLE TO DIAGNOSE THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 22000. THE DEALER SAID I DID NOT DRIVE THE CAR ENOUGH. BLAMED THE FUEL - NEVER HEARD OF ANYONE HAVING A PROBLEM - DID A QUICK FLASH OF SYSTEM, YET THERE ARE PEOPLE - MANY PEOPLE WITH 2005-2006 300'S HAVING THE SAME PROBLEM - MY WIFE IS AFRAID TO DRIVE THE CAR - YOU HAVE TO FILL UP THE CAR AND IT THEN WILL STALL OUT 5-10 TIMES THE FIRST 5 MINUTES AFTER YOU FILL

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

when this happens The engine totally stalls out and dies in traffic - you must put it in neutral and Restart only to have it Re-occur

can happen at any speed the first 5 minutes after Refill

The Tank then

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

IN Doing a Yahoo Search There are people
all over the country with this problem - The
first few Times it Happens to you it is
very Scary. - Now I know what to
expect each Time I fill the car and Have
to drive around in a parking lot till it
stalls 5-10 Times so you can drive in
traffic without putting your Life in Danagers.
- This is what one gets for a \$36000 american car
and a manufacturing company who could
Case Less - Some inexperienced driver will
get Killed simply because no one
at the dealership or company
will step to the plate

ATTACH ADDITIONAL SHEETS IF NECESSARY

US Department
of Transportation

National Highway
Traffic Safety
Administration

1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382

Official Business
Penalty for Private Use \$300

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 1888

WASHINGTON, DC

POSTAGE WILL BE PAID BY ADDRESSEE

**US Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382**



**Think your vehicle
has a safety defect?**



If so:

**Use the enclosed
form to file a report.**

or visit:

www.safercar.gov

or call:

**Vehicle Safety Hotline
888-327-4236**



Vehicle Owner's Questionnaire (VOQ)
U.S. Department of Transportation
National Highway Traffic Safety Administration

safercar.gov



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

1200 New Jersey Avenue SE
Washington, DC 20590

Dear Consumer:

As a follow-up to your report to the Vehicle Safety Hotline (VSH), we have recorded your information on the enclosed Vehicle Owner's Questionnaire (VOQ) form. Please review the form and make changes, additions and corrections as necessary. Additionally, please provide a more detailed description of the failure(s) you reported that you believe relevant to safety. Also, if available, include copies of repair invoices, letters to the manufacturer, or any other document related to the problem(s) you reported. If a crash or fire occurred, include a copy of the police or fire department report.

It is helpful to be as thorough as possible in your report so that our ability to use your report will be maximized. If you do not have the information, it is not necessary to complete all the boxes. However, it is very difficult to identify the scope of a vehicle problem unless the vehicle identification number (VIN) is known. The VIN is located inside the vehicle on the dashboard adjacent to the left (driver's side) of the windshield pillar and on the drivers' door or the driver's door jam. It may also be listed on a dealer repair invoice or your insurance or registration cards. When reporting a tire problem, the brand name, tire line and complete tire size should be included. Be certain to provide the DOT tire identification number. It is usually located near the rim flange of the tire on either side of the tire.

We do not make your personal information (name, address, phone numbers, etc.) available to the general public. However, if we open an investigation that involves your vehicle, we will provide the manufacturer of your vehicle with a complete copy of your report. The information you provide may assist the manufacturer and NHTSA in determining if a safety-related defect exists.

Any information provided is entirely voluntary. There is no consequence or penalty of any kind if you do not wish to provide it. We seek this information to develop both statistical and investigative evidence that will help identify potential safety related problems in vehicles or vehicle equipment, e.g., tires, child safety seats, jacks, etc.

When completed, please fold and staple or tape the form so that the pre-addressed portion of the form is on the outside. If a larger envelope is used, tape the VOQ form to the larger envelope so that the pre-addressed portion of the form is showing.

If further assistance is needed, please contact the VSH at their toll-free number, 1-888-327-4236.

Thank you for your cooperation.

Sincerely,

Randy Reid

Randy Reid Chief
Correspondence Research Division
Office of Defects Investigation
Enforcement

Enclosure: VOQ



*IF you want to
Test This car
IT IS AT your
Disposal - IT does
IT every time you
fill The
TANK.*

*IT IS sitting in my GARAGE
I only drive it on TRIPS less
than one tank*

*I know one gentleman with a 2005 + A2006
and they both stall on Fill Up - 2007 seem better*

*I have 3 Volvos That I can TRUST
but - Many people HAVE only a Chrysler 300
and have deal
with This problem.*

*Dealers stick Them with bills and they still don't
Resolve The ISSUE.*

343724

127864

Sliman's Sales & Service

7498 Leavitt Rd., Amherst, OH 44001

Parts: (440) 988-4492 · Service: (440) 988-4488

Sales: (440) 988-4484

INVOICE



AMHERST, OH

PAGE 1

HOME: [REDACTED] BUS:

SERVICE ADVISOR: 704 MICK COCHRAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAGNESIUM	05	CHRYSLER 300C	2C3JA63H05H [REDACTED]		22817/22817	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
12JUN04 DE			WAIT 20NOV08		0.00	CASH
R.O. OPENED		READY		OPTIONS: STK:5001106 DLR:43-52699		
		ENG:5.7 Liter_SPMI				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES: CHECK VEHICLE STALLS OUT
CAUSE: FLASH PCM

18190602 QUICK LEARN PCM

812 W

FC: FM PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

FIVE STAR



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.		Disclaimer of Warranties	DESCRIPTION	TOTALS
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)		Any warranties on the products sold herein are those made by the manufacturer of those products. Seller hereby expressly disclaims all warranties either express or implied, including any implied warranties of merchantability or fitness for a particular purpose (regarding any products or services provided, unless otherwise indicated on the service repair order). This dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products or service. This disclaimer by the dealership in no way affects the terms of performances of the manufacturer's warranty.	LABOR AMOUNT	0.00
			PARTS AMOUNT	0.00
			GAS, OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
			SALES TAX	0.00
		CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY



7/70 ADDED CARE UPGRADE PLAN PROVISIONS

000524-0

ISSUED TO:

SERVICE CONTRACT # 19959643

120/ AC770L

04AACIC

070613

AMHERST OH

VEHICLE IDENTIFICATION NUMBER:

2C3JA63H05H

EFFECTIVE: 06/12/04

EXPIRES: 06/12/2011 OR 70,000 MI

SELLING DEALER: 42 52699

DEFINITIONS: The following are key words which are included in these Provisions which have particular meaning:

*you, your - Means "you" the Plan purchaser

*Dealer - Means "Authorized DaimlerChrysler Service Contract Dealer"

*DaimlerChrysler Vehicle - Means "Chrysler, Dodge or Jeep brand vehicles only"

*we, us, our - Means "DaimlerChrysler Service Contracts Inc. ("DSCI") - a wholly-owned subsidiary of DaimlerChrysler Motors Co. LLC

*Plan - Means this "7/70 Added Care Upgrade Plan" which is a Service Contract

A SERVICE CONTRACT: This Plan is a service contract between you and us. It protects you against major repair bills should a component covered by the Plan fail in normal use. This Plan is not part of the vehicle's factory warranty. We are solely responsible (liable) for fulfillment of the provisions of the Plan.

IMPORTANT! The maximum reimbursable amount should a covered component fail will be THE TOTAL COST OF THE REPAIRS, PER VISIT, LESS THE DEDUCTIBLE, OR THE CASH VALUE OF THE VEHICLE WHICHEVER IS LESS! The cash value of the vehicle will be determined by the average retail value as listed in the current NADA Used Car Pricing Guide. In situations where the repairs costs exceed the cash value of the vehicle, the remainder of the Plan coverage will be cancelled.

PLAN PROVISIONS: These are your plan provisions. Place them in your glove compartment. You must present these provisions to the servicing dealer when requesting plan service. They will describe the plan you purchased and identify you and your vehicle as being eligible for plan service by a specifically assigned service contract number.

This issuance of Plan Provisions by us shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

NOTE: In addition to your service contract, your vehicle is also covered by your vehicle's factory warranty and 7/70 Powertrain Limited Warranty. For warranty coverage details, please refer to your warranty information booklet. THIS PLAN DOES NOT COVER ANY REPAIR WHICH IS COVERED BY THE VEHICLE'S FACTORY WARRANTY AND 7/70 POWERTRAIN LIMITED WARRANTY.

OBTAINING PLAN SERVICE: Plan service will be provided or assisted by the Dealer who sold you the Plan, at his place of business, using new or authorized remanufactured parts. In the event you cannot return to the selling Dealer for service, you may request service from any Chrysler, Dodge, Jeep or Freightliner Dealer within the 50 States, the District of Columbia, Canada, Guam, Puerto Rico or Mexico.

IMPORTANT! PLAN SERVICE OBTAINED FROM OTHER THAN A CHRYSLER, DODGE, JEEP OR FREIGHTLINER DEALER IS NOT REIMBURSABLE UNLESS AUTHORIZED BY DAIMLERCHRYSLER SERVICE CONTRACTS BEFORE THE SERVICE IS PERFORMED. DEALERS CANNOT AUTHORIZE REPAIRS.

ELIGIBLE VEHICLES: DaimlerChrysler and competitive-make vehicles covered by a minimum 3/36 Basic Warranty AND active transferable 7/70 Powertrain Warranty are eligible within 48 months from the vehicles in-service date and 48,000 miles.

IMPORTANT! The following vehicles are **not** eligible for a DaimlerChrysler Service Contract: Vehicles equipped with right hand drive; Motor Homes; Vehicles placed in taxi or limousine service (except vehicles placed in van pool service); vehicle used for emergency service, ambulance, towing or police service; vehicles used for postal, dump truck or severe off-road use; vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; vehicles not used in accordance with manufacturer's specifications for payload and/or towing capacity; vehicles equipped with a diesel engine (except DaimlerChrysler); vehicles that operate on other than Gasoline or Diesel Fuel Systems (i.e. natural gas, electric, hybrid gas / electric vehicles); vehicles with a gross weight (G.V.W.) of over 14,000 pounds; vehicles where the factory warranty has been voided or restricted by the manufacturer; vehicles that have been declared to be a total loss by any insurance company, is rebuilt after being declared a total loss, or is issued a title indicating that it is designated as 'salvage', 'junk', 'rebuilt' or words of similar impact.

WHEN PLAN COVERAGE STARTS AND ENDS: Car Rental starts on the date you purchase the Plan, and covers those repair instances when a replacement vehicle is not otherwise provided.

2003 and Newer DaimlerChrysler Vehicles: Roadside Assistance starts on the date you purchase the Plan. REPAIR COVERAGE STARTS WHEN THE VEHICLE'S FACTORY WARRANTY EXPIRES.

Eligible 2001 and 2002 DaimlerChrysler Vehicles: ROADSIDE ASSISTANCE AND REPAIR COVERAGE START WHEN THE VEHICLE'S FACTORY WARRANTY EXPIRES.

PLAN COVERAGE EXPIRES 7 YEARS AFTER THE FACTORY WARRANTY START DATE OR WHEN THE VEHICLE ODOMETER READS 70,000 TOTAL MILES (WHICHEVER OCCURS FIRST).

Amherst Ohio



U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation NVS-210
1200 New Jersey Avenue S.E.
Washington D.C.

200773362

20077-9382