

[Redacted]
Salida, CO
[Redacted]

October 23, 2014

Sam Choe, General Manager
Stevinson Toyota East
444 South Havana
Aurora, CO 80012

OCT 29 2014

Dear Mr. Choe:

We would like to bring to your attention a situation involving our 2012 Toyota Highlander purchased from Stevinson Toyota East in May 2012 (Case Nos. [Redacted]).

On July 24, 2014, we had the car's sunroof replaced at Stevinson Toyota East. The sunroof shattered during a trip to Moab the prior June. This occurred while driving westbound on SH 50 toward Gunnison, CO—mid-morning, dry roads, open country, and nothing above but clear, sunny skies. We heard a sharp sound, exchanged puzzled looks, and checked the mirrors and looked around; nothing. Over the next few miles the exterior noise increased overhead, at which point we opened the interior slide and discovered the damage. As we indicated in a previous letter (8/25/14), this sudden shatter is not unheard of, nor is warranty coverage.

At the time of the repair, I asked the Stevinson service technician what could cause the sunroof to shatter like that? He alluded to a chip in the windshield glass and suggested that 'it looks like something hit the windshield, then hit the sunroof.' I thought to myself, (1) the chip in the windshield pre-dates the sunroof damage by several months; and (2) Physics 101 requires that an object that hits the windshield of a moving car impacts at an angle and velocity that carries the object up and over the roof and, therefore, up and over the sunroof, i.e., no damage.

Subsequent to our letter of August 25, we discussed the situation with Toyota USA as well as with Matt Waygood, Service Manager, Stevinson Toyota East. At that time we learned that there was (now) 'damage to the roof of the car likely associated with the sunroof damage' and, therefore, the repair would not be covered under warranty—no more physics of windshield impacts, now it's direct damage to the roof. I told Mr. Waygood that there was – and is – no damage to the roof (see attached photographs, taken 10/14/14). He replied that he was just going by what the service personnel statements indicated.

I asked how can we resolve this impasse? Mr. Waygood suggested that we could have Toyota's field technical service (FTS) personnel examine the car. And how do we initiate that process? He said that we should contact Toyota USA, whereupon Toyota corporate told us that only the dealership can initiate FTS appointments. One more call to Mr. Waygood and we agreed that we would bring the car to Denver to: (1) have the roof examined by FTS personnel, or (2) have photographs of the roof taken at the dealership for FTS personnel to review. For either, we settled on a visit to Denver between Monday, October 13 and Wednesday, October 15, 2014.

On Friday, October 10, Mr. Waygood called to say that, in the interim, he had discussed the situation with the FTS personnel and that the representative indicated that 'if there was a material defect in the sunroof glass causing it to shatter, that defect would have manifested itself in the first 5,000 miles of use.' (Based on vehicle maintenance records, the car had about 27,500 at the time the sunroof shattered.)

The upshot for Toyota and Mr. Waygood is that there is nothing else to be done. As we see it, everyone seems content on making it up as they go along—first it was something bouncing off the windshield and hitting the sunroof, then it was (supposed) direct damage to the roof, and last it's the impossibility of defective glass surviving beyond 5,000 miles. And so we have arrived at a classic in customer service—throw up enough roadblocks for long enough and the customer will go away. We are particularly upset by the implication that we are lying about the facts of the situation.

We have been reasonable and patient, we have tried to resolve the situation through existing channels, but we have merely moved from frustrating to insulting. Not at all what we expected from Toyota and Stevinson.

Once again, we respectfully request your reconsideration of the warranty coverage for the sunroof glass.

Sincerely,



cc: Kent Stevinson
Stevinson Toyota
1546 Cole Boulevard, Suite 100
Golden, CO 80401

Toyota Motor Sales, U.S.A., Inc.
Attn: Customer Service
P.O. Box 2991
Torrance, CA 90509-2991

Federal Transportation Safety Administration
Attn: Vehicle Complaint
1200 New Jersey Avenue, SE
West Building
Washington, D.C. 20590

Consumer Reports
Attn: Vehicle Complaint
101 Truman Avenue
Yonkers, NY 10703



[REDACTED]
Salida, CO
[REDACTED]

August 25, 2014

Stevinson Toyota
Attn: General Manager
444 South Havana
Aurora, CO 80012

To whom it may concern:

We recently had two repairs made to our 2012 Toyota Highlander – replacement of the sunroof glass (July 24, 2014; invoice # [REDACTED]) and replacement of the driver's side interior door handle (August 19, 2014; invoice # [REDACTED]). However, we don't understand why the door handle repair was covered under warranty, but the sunroof repair was not.

Our confusion arises from the fact that the door handle has been used over and over every day for two years. With that level of use, if something might be expected to fail, it would be the door handle and, truthfully, we expected to absorb that cost. On the other hand, the sunroof was used twice during the same period, maybe.

The replacement of the sunroof was required because it shattered during a trip to Moab in June, 2014. It happened while we were driving west on SH 50 east of Gunnison, CO – mid-morning, clear, sunny, dry roads, no falling chunks of concrete. We were merely driving along and heard a sharp sound. After a few more miles, exterior noise began to increase overhead, we opened the interior slide, and discovered the damage. We would be skeptical, too, but that's what happened. It was not being used at the time. Faulty installation? Original glass defect or glass fatigue perhaps? Because we were leaving on a river trip the next day, we took time out in Moab to have it checked at Rick's Glass [REDACTED] on June 24. They were not able to replace it, but they offered to tape it in place so that the pieces would remain together and to protect the interior from rain until we could replace it.

We are pleased with the resulting repairs, but not in the overall customer service, specifically, how the two warranty situations were handled. This sudden shatter is not unheard of nor is warranty coverage [REDACTED]. We respectfully request your reconsideration of the warranty coverage for the sunroof glass.

Sincerely,
[REDACTED]

cc: Toyota Motor Sales, U.S.A., Inc.
19001 South Western Ave.
Dept. WC11
Torrance, CA 90501



Salida, CO



~~Federal~~ Transportation Safety Admin
Attn: Vehicle Complaint
1200 New Jersey Avenue, SE
West Building
Washington DC 20590

VLM

