

CL-10838217-2401

December 23, 2015

National Highway Traffic Safety Headquarters

JAN 5 2016

I am writing to you in regards to a car I purchased two years ago from Sun auto dealership in my area. The car is a Volkswagen beetle 2008 at the time of purchase the mileage was 14,045 with VIN #3VWPW31C68M [REDACTED]. Two years later at 31,619 miles I have a serious problem with the car in which I was told by associate at Advanced auto who checked my car and told me the air filter had leaked. I managed to get the car home since I could not afford an evaluation fee from Volkswagen which I believe the charge is \$100 or more to just evaluate the repair request. So, it got to the point that the check engine light not only came on but started flashing and I stopped driving the car back in September 16th 2015 and not able to drive the car since. From what I was told by the associate from Advanced auto was that the if the air filter is not working properly it will cause the hydraulic hose to the line of the engine to break and cause the engine to be clogged with oil which has happened the car will not turn on when I turn the ignition switch. I contacted Volkswagen America who told me they could not do anything to help me since the warranty limit is at 24,000 miles and at the time of my call to Volkswagen back at the end of September or October 2015 the mileage on my car was 31,619 miles I also checked to see on Volkswagen's website to see if their was a vehicle safety recall but did not find it . I feel that my car is very defective because of volkswagen's manufacturing problems and I as a customer should not have to pay for Volkswagen's mistakes . I had previously purchased a Volkswagen beetle similar model but it was a 2001 from Volkswagen of Rome, NY and had the same problem with a defect in the air filter which caused the hydraulic hose line to break and the oil leaked over the engine and would not start. In which, I had to pay for the repair work which totaled \$1,500 and now I am having the same problem again with another beetle. However, I went online on the internet to see if there might be a vehicle safety recall or class action suite for the same problem as mind and I have submitted what I found and included with the letter. My concern that if there might be a recall on the same problem as mine but Volkswagen might be trying to hide the problem from the public because they don't want to be responsible for their mistakes and making the consumers pay for their mistakes in poor manufacturing their cars. Please let me know what can be done. I would appreciate a response back on this please.

[REDACTED]

NM
1516
SMD



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Recalls and TSBs (<https://www.automd.com/recall-tsb/>) » Volkswagen Recall (/recall/volkswagen_m/) » Beetle (/recall/volkswagen_m/beetle_mm/) » 2008 (/recall/volkswagen_m/beetle_mm/2008_y/) » 10V621000



Search By Vehicle



Go

2008 Volkswagen Beetle Fuel System, Gasoline Recall 10V621000

Action Number: N/A

Service Bulletin Number: 10V621000

Report Date: Dec 10, 2010

Component: Fuel System, Gasoline

Potential Units Affected: 228236

Manufacturer: Volkswagen Of America, Inc

Summary: Volkswagen is recalling certain model year 2006-2010 jetta, new beetle, new beetle convertible, model year 2009 jetta sportwagen and model year 2007-2009 rabbit vehicles equipped with 2.5l engines. The jetta, jetta sportwagen, and rabbit vehicles may have a small plastic tab located on the windshield washer fluid reservoir that may chafe against an underhood fuel supply line. The new beetle and the new beetle convertible vehicles may have a fastening clamp on a hydraulic hose of the power steering system that may be located in an improper position which could cause chafing against an underhood fuel supply line.

Consequence: If chafing occurs, there is the potential for a fuel leak to develop. Fuel leakage, in the presence of an ignition source, could result in a fire.

Remedy: Dealers will inspect and if necessary replace the underhood fuel line. Additionally, depending on the vehicle model, dealers will either remove the plastic tab from the windshield washer fluid reservoir, or inspect the position of the fastening clamp and adjust the related fastening clamp into the correct position. This service will be performed free of charge. The safety recall is expected to begin on or before January 31, 2011. Owners may contact Volkswagen at 1-800-822-8987.

Notes: Volkswagen safety recall no. 20i4/u1. Owners may also contact the national highway traffic safety administration's vehicle safety hotline at 1-888-327-4236 (tty 1-800-424-9153), or go to <http://www.Safercar.Gov>.

Buy Sell & Trade Service & Repair News

Service & Repair > Recalls > Volkswagen > New Beetle > 2008

Recalls for 2008 Volkswagen New Beetle

[Change Vehicle](#)

There are currently **2** recalls for your car.



What Should You Do?

Bring your car to a dealer immediately. Recalls are issued because the defect might make the car unsafe in some way. Your nearby service center can help verify if the repairs can be performed free of charge.

[Contact a Service Center](#)

NHTSA Vehicle Safety Recalls

Recall Number: 10V621000 **Recall Date:** 12/10/2010

Component: FUEL SYSTEM, GASOLINE:DELIVERY:HOSES, LINES/PIPING, AND FITTINGS

Problem Summary: VOLKSWAGEN IS RECALLING CERTAIN MODEL YEAR 2006-2010 JETTA, NEW BEETLE, NEW BEETLE CONVERTIBLE, MODEL YEAR 2009 JETTA SPORTWAGEN AND MODEL YEAR 2007-2009 RABBIT VEHICLES EQUIPPED WITH 2.5L ENGINES. THE JETTA, JETTA SPORTWAGEN, AND RABBIT VEHICLES MAY HAVE A SMALL PLASTIC TAB LOCATED ON THE WINDSHIELD WASHER FLUID RESERVOIR THAT MAY CHAFE AGAINST AN UNDERHOOD FUEL SUPPLY LINE. THE NEW BEETLE AND THE NEW BEETLE CONVERTIBLE VEHICLES MAY HAVE A FASTENING CLAMP ON A HYDRAULIC HOSE OF THE POWER STEERING SYSTEM THAT MAY BE LOCATED IN AN IMPROPER POSITION WHICH COULD CAUSE CHAFING AGAINST AN UNDERHOOD FUEL SUPPLY LINE.

Consequence: IF CHAFING OCCURS, THERE IS THE POTENTIAL FOR A FUEL LEAK TO DEVELOP. FUEL LEAKAGE, IN THE PRESENCE OF AN IGNITION SOURCE, COULD RESULT IN A FIRE.

What Owners Should Do: DEALERS WILL INSPECT AND IF NECESSARY REPLACE THE UNDERHOOD FUEL LINE. ADDITIONALLY, DEPENDING ON THE VEHICLE MODEL, DEALERS WILL EITHER REMOVE THE PLASTIC TAB FROM THE WINDSHIELD WASHER FLUID RESERVOIR, OR INSPECT THE POSITION OF THE FASTENING CLAMP AND ADJUST THE RELATED FASTENING CLAMP INTO THE CORRECT POSITION. THIS SERVICE WILL BE PERFORMED FREE OF CHARGE. THE SAFETY RECALL IS EXPECTED TO BEGIN ON OR BEFORE JANUARY 31, 2011. OWNERS MAY CONTACT VOLKSWAGEN AT 1-800-822-8987.

Next Steps: [Contact a Service Center Near You](#)

Need a service center?

Read reviews, compare details, and find the best service center for you.

[Find a Service Center](#)

Certified Service Centers

Certification requires warranty on parts and labor, fair-price* guarantee, certified technicians and high customer satisfaction ratings.

*Fair prices, measured by comparing them to the RepairPal Price Estimator.

Additional terms and conditions apply

Recall Number: 08V036000 **Recall Date:** 01/28/2008

Component: STRUCTURE:BODY:ROOF AND PILLARS

Problem Summary: ON CERTAIN SPECIAL EDITION TRIPLE WHITE SEDAN VEHICLES, AN INCORRECT ADHESIVE MAY HAVE BEEN USED TO ATTACH THE ROOF SPOILER TO THE REAR GLASS OF THE VEHICLE. IF THE INCORRECT ADHESIVE WAS USED, THE SPOILER COULD BECOME LOOSE OR FALL FROM THE VEHICLE WITHOUT WARNING, EVEN THOUGH INITIALLY THE SPOILER MAY FEEL SECURE.

Consequence: IF THIS HAPPENS, THE SPOILER COULD CAUSE INJURY BY STRIKING PERSONS OUTSIDE THE VEHICLE OR COULD BECOME AN OBSTACLE TO OTHER DRIVERS, POSSIBLY RESULTING IN A CRASH.

What Owners Should Do: DEALERS WILL REPLACE THE ROOF SPOILER ON THESE VEHICLES. THE RECALL BEGAN ON FEBRUARY 29, 2008. OWNERS MAY CONTACT VWOA AT 1-800-822-8987.

Next Steps: [Contact a Service Center Near You](#)

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[About Cars.com](#)

[Auto.com](#)

RETAIL INSTALMENT CONTRACT

Meaning Of Some Words: In this Contract, the words "I," "me," "we," and "my" mean anyone signing this Contract as Buyer. The words "you" and "your" mean the Seller or, after the Seller transfers its rights under this Contract, anyone having those rights.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 6.00 %	FINANCE CHARGE The dollar amount the credit will cost me. \$ 2840.05	Amount Financed The amount of credit provided to me or on my behalf. \$ 13887.20	Total of Payments The amount I will have paid after I have made all scheduled payments. \$ 16727.25	Total Sale Price The total cost of my purchase on credit, including my downpayment of \$ <u>1350.00</u> . \$ 15077.25
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My Payment Schedule will be: _____ e means estimate Security: I am giving a security interest in the motor vehicle being purchased.

No. of Payments	Amount of Payments	When Payments Are Due
75	\$ 223.03	Monthly, beginning 11/29/2013
	\$ N/A	

Filing Fees: \$ N/A Non-Filing Insurance: \$ N/A
Late Charge: If my payment is received more than 10 days after the due date, I will be charged \$20.00 per late monthly payment or single payment; \$10.00 per late bi-weekly or semi-monthly payment; \$5.00 per late weekly payment.
Prepayment: If I pay off early, I will not have to pay a penalty.

My Contract documents will have additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract, you are **SUN AUTO WAREHOUSE** # [redacted] This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.
the Seller: **8012 BREWERTON RD CICERO NY 13030** Address Zip Code

We are [redacted] If there is more than one Buyer, each of us will be obligated, separately and together, for all sums due you and the performance of all agreements as provided in this Contract.
the Buyer(s) **MATTYDALE NY** Name(s) Address(es) Zip Code(s)

Description of Vehicle: (See "Insurance Requirements" section)
N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number
U 2008 VOLKSWAGEN NEW BEETLE C 2DR 5 3VWPDW31C68M [redacted]
Equipped A.T. P.S. AM-FM Radio Other _____
with A.C. P.B. P.W. _____
I have traded in the following vehicle: 2001 VOLKSWAGEN NEW BEET Description

Acct. No. _____
Date 10/14/2013

Itemization of Amount Financed	
Cash Price	\$ 13065.00
Cash Downpayment	\$ _____
Trade-In	
Value of Trade-In	-\$ 2500.00
Lien Payoff to: AMERTCU	+\$ 1400.00
Unpaid Cash Price Balance	1 =-\$ 12615.00
To Credit Insurance Company*	2 +\$ N/A
To Property Insurance Company GAP	3 +\$ 150.00
To Public Officials	4 +\$ 161.00
To N/A	5 +\$ N/A
To SALES TAX	6 +\$ 911.20
To V S T	7 +\$ 50.00
Amount Financed (1 thru 7)=-\$	13887.20

Property Insurance: I am required to obtain and maintain insurance on the Collateral, endorsed to protect you as loss-payee, BUT I MAY CHOOSE THE AGENT OR BROKER OF MY CHOICE.

TITLE HOLDER OF COLLATERAL: [redacted] REGISTRANT [redacted]
PHYSICAL DAMAGE: Comprehensive \$ _____ deductible. Collision \$ _____ deductible.
INSURANCE COMPANY: _____ Policy Number: _____ Effective Date: 10/14/2013
AGENT: Name: _____ Address: _____ Telephone Number: _____

I guarantee that the required insurance coverage as shown in the "Insurance Requirements" section was obtained from the agent named above.
Liability insurance coverage for bodily injury and property damage is not included or provided for in this Contract.

Vendor's Single Interest Insurance: If this box is checked , you require Vendor's Single Interest Insurance. I may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and my interest is not covered. If obtained through you, the cost of such insurance is \$ 50.00

Promise to Pay: I promise to pay you (the "Assignee"), the Total Sale Price for the Vehicle by making the cash downpayment, assigning the Trade-In, if shown above, on or before the date of this Contract, and paying you the Amount Financed, plus the credit service charge (called "interest" in this Contract) at the Annual Percentage Rate shown above. I promise to make payments on or before the payment due dates shown in the Payment Schedule above.

AMERICU CREDIT UNION, 1916 Black River Blvd., Rome, NY 13440 (the "Assignee")

REQUEST AND SCHEDULE OF GROUP INSURANCE

I understand that Group Credit Life Insurance and Group Credit Accident and Health Insurance are voluntary and are not required to obtain this loan. I further understand that I may select another insurer to provide this coverage. If I choose to become insured, I understand that insurance will be provided in accordance with the certificate of group insurance that will be given to me. I also reserve the right to terminate my coverage at any time by notifying you in writing. The costs of insurance for the entire term of this loan are shown below.

- I WANT optional Group Credit Life Insurance. \$ N/A Insured Buyer's present age _____
- WE WANT optional Group Credit Joint Life Insurance. \$ N/A Insured Co-Buyer's present age _____
- I WANT optional Group Accident and Health Insurance. \$ N/A

Signature of Buyer _____ Signature of Co-Buyer (For Joint Life Only) _____
Insurer: N/A Max. Amt. of Ins.: N/A

Security Agreement: As security for this Contract (to protect you if I don't pay), I give you a security interest in the Vehicle being purchased. A security interest means that, if one of the events of default occurs, you can take the Vehicle and under certain circumstances sell it, as is more fully explained in the "Right to Demand Payment in Full" and the "Right to Repossess" sections on the back of this Contract. "Vehicle" shall include tires, parts, equipment, replacement parts or additions to the Vehicle or any vehicle insurance refunds or any proceeds resulting from loss or damage to the Vehicle. If I default (see "Right to Demand Payment in Full" section), you have the right to apply any sums that I have on deposit with you and any group insurance refunds which you receive against any balance that I owe. The Vehicle also secures any advances made to protect your interest in the Vehicle.
I AGREE THAT THE PROVISIONS ON THE BACK ARE PART OF THIS CONTRACT. (Continued on reverse side.)

NOTICE TO THE BUYER: 1. Do not sign this Agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this Agreement. 3. Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances, obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing insurance on the motor vehicle provided for in this Contract from an agent or broker of your own selection.

Seller agrees to this Contract, including terms and conditions on back, and assigns it to the Assignee named above in accordance with the first Assignment printed on the reverse side, unless otherwise marked. I HAVE RECEIVED A COPY OF THIS CONTRACT SIGNED BY THE SELLER. RETAIL INSTALMENT CONTRACT

Seller SUN AUTO WAREHOUSE (Firm Name) Buyer [redacted]
By [Signature] Co-Buyer _____

Anyone signing below consents to your taking a security interest in the vehicle described in this Contract and is obligated only under those terms of the Contract which create that security interest and will have no personal responsibility for the payment of obligations existing under the terms of the Contract.
Address _____ Date 10/14/2013

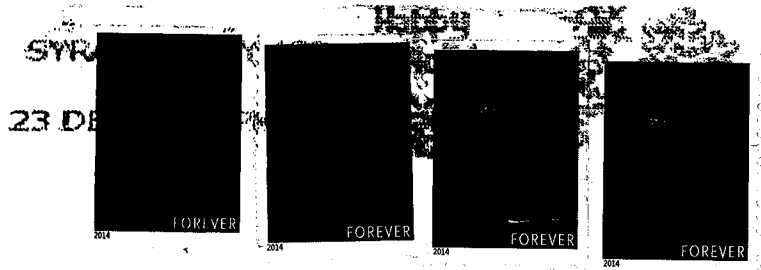
CO-SIGNER NOTICE

I agree to pay the debt identified above, although I may not personally receive any property, services or money. I may be sued for payment, although the person who receives the property, services or money is capable of having the debt. This notice is not the writing that obligates me to



Mattysdale, NY 

W48-226



National Highway
Traffic Safety Headquarters
1200 New Jersey Avenue, SE
Washington, D.C. 20590

20590

