

APR 11 2018

March 23, 2018

[REDACTED]
Oakland, CA [REDACTED]

CL-11089488-6712

Federal Motor Carrier Safety Administration
1200 NEW JERSEY AVENUE, SE
WASHINGTON, DC 20590

RE: VW Seatbelt Defect with No Warranty Support

To Whom It May Concern,

I purchased a VW Golf years ago and last year the seat belt was not working because there is a defect by not retracting the belt after it is pulled out. I have contacted VW customer care multiple times and their only written response is that seat belt is covered only within 36,000 miles or 3 years after purchased, whichever occurs first. At the time of the seatbelt defect, my VW golf had 78,000 mile but the passenger seat is rarely used.

As the seat belt is a safety feature (similar to airbag) for driver and passenger, with a coverage of only 3 years or 36,000 miles, this warranty structure is hard to comprehend. The VW only response was it is out of warranty based on their NEW VEHICLE LIMITED WARRENTY. However, from their user manual, other states such as Kansas requires VW to provide 10 years coverage regardless of milage for seat belt which VW needs to comply. In addition, I have researched that other automobile such as Toyota offer 100,000 mile coverage for seatbelt to all 50 states.

To fix the seat belt is to pay \$600 for a passenger seatbelt that is seldom used. I have suggested and offered VW to pay partial coverage rather than VW to cover all cost which they have refused to provide any feedback or assistance. I don't believe any customer or driver should be responsible to pay \$600 in order to ride safely in any automobile. With the amount of \$600 which is about average rent payment in USA, I have decided not to replace it and no passenger to ride in the defunct seat (seatbelt malfunction).

After speaking to them again, their verbal response is that if they are required to replace the seatbelt by law like Kansas, they will cover it. Until then, they will not cover. I am writing this letter to inform you of this issue that could affect other automobile driver from VW or other manufactures. I hope you and the agency look into this matter for other drivers not just for state of CA.

[REDACTED]

RR

NAM
4.19.18
LD

**Volkswagen Customer CARE** [REDACTED]

3 messages

VWoA Customer CARE <VWCustomerCARE@vw.com>

Mon, Dec 11, 2017 at 6:23 AM

To: [REDACTED]

Reference # [REDACTED]

Dear Mr. [REDACTED]

I appreciate you taking the time to speak with me the other day, and I hope my email finds you well this morning.

At this time Volkswagen will be unable to meet your request for cost assistance with the repair of the rear seatbelt in your 2010 Golf. This is due to your vehicle being 54 months and 42,000 miles outside of the New Vehicle Limited Warranty (NVLW). NVLW was for 3 years or 36,000 miles, whichever occurred first from your in-service date of June 6th, 2010.

If you have any additional questions or concerns please don't hesitate to reach out to me again. I am always happy to help in any way that I can.

Sincerely,

Paul R.

Customer CARE Advocate

Wed, Dec 20, 2017 at 10:01 AM

To: [REDACTED]

[Quoted text hidden]

Wed, Dec 20, 2017 at 10:11 AM

To: VWoA Customer CARE <VWCustomerCARE@vw.com>

Paul,

I do not agree with your response to the seat belt issue inquiry. As I mentioned, the seat belt is in a nice condition and it does not retract as supposed to which it is considered a MANUFACTURE DEFECT for SAFETY issues.

Facts are

1. Seat belt is in a nice condition and no damage to the belt or clicker
2. Seat belt does not retract as it should be
3. Attached warranty manual does not indicate seatbelt is covered only by 3 years or 36,000 miles
4. Entire owner manual does not indicate ANY warranty structure for seatbelt
5. Seatbelt is not a wear and tear items; it is a safety feature
6. Cost to replace seatbelt range from \$500 to \$700 which is more than 50% of US average monthly rent that customer / driver should not be responsible for
7. Current mileage is 78,000 but as I mentioned the backseat is hardly use as I am the sole driver/passenger for work
8. For a backseat that is hardly use but could be used from time to time without a PROPER SAFE seatbelt is NOT SAFE for customer
9. I have contacted other private mechanic and they mentioned this is a safety items and needs dealer to repair which VW should STEP UP to this matter

Seat belt is a safety feature that driver should not be responsible for. VW should not disregard the responsibility and warranty because different states have different rules for their seatbelts.

I have asked you to request to your manager if VW will pay partial of the replacement like parts or/and labor but your response is NO.

Below are some new I found that other automobile manufactures provide better warranty for its seatbelt which VW should step up to its product and services.

Honda provides a **lifetime warranty** on **seat belts**. Honda will repair or replace any **seat belt** component that fails to function properly during normal use. ... If a **seat belt** is worn during a crash, you should have your dealer inspect the belt, and replace it if necessary.

I had a problem with the seat belt in our Escape when it retracted in and would not come out, and everything you did just made it tighter. My vehicle was 3.5 years old at the time, so the 3 year warranty was up and they wanted to charge me for fixing the seat belt until I pointed out to them that the seat belt was part of the "safety restraint system" that was warrantied for 5 years/60,000 miles. They said, "oh ya" and there was no charge. But, ya Ford is 5 years/60,000 miles on seat belts.

New Vehicle Limited Warranty

What is covered

Warranty period

The New Vehicle Limited Warranty period is 3 years or 36,000 miles, whichever occurs first.

Any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the period of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

You are required to use the BBB AUTO LINE procedure before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You may also be required to use the BBB AUTO LINE procedure before pursuing legal remedies under your state lemon law. Please refer to the Consumer Protection Information section of this booklet for more information.

Coverage

This limited warranty covers any repair to correct a manufacturer's defect in material or workmanship except wheel alignment, tire balance, and the repair or replacement of tires.

The repair or replacement of wear and tear items, which are defined as brake pads worn below manufacturer specifications, brake discs worn below manufacturer specifications, and light bulbs¹⁾ replaced for wear and tear, are covered up to one year or 12,000 miles, whichever occurs first. Wiper blades replaced for wear and tear are covered up to 6 months or 6,000 miles, whichever occurs first.

Original Equipment Battery

Original equipment batteries are covered 100% parts and labor for 2 years or 24,000 miles, whichever occurs first, for defects in material or workmanship.

Mechanical Adjustments

Mechanical adjustments not associated with a defect in material and workmanship, are covered up to one year or 12,000 miles, whichever occurs first (i.e. headlight adjustment).

Towing / Jump start

Towing service to the nearest authorized Volkswagen dealer and/or a jump start are covered for 3 years or 36,000 miles, whichever occurs first, IF your vehicle is inoperable AND the failure is warrantable.

Refer to the 24-Hour Roadside Assistance Owner's Guide for specific details on the services provided.

Where to go for warranty service

This limited warranty will be honored by any authorized Volkswagen dealer in the United States, including its territories.

If your Volkswagen model is brought to an authorized Volkswagen dealer outside the United States, including its territories, this limited warranty will not apply. Defects in material or workmanship will be corrected under the terms of the limited warranty for new Volkswagen vehicles in effect in that country (except Canada).

Warranty repairs while traveling in Canada

Warranty repairs while traveling in Canada should be performed by an authorized Volkswagen dealer. If your Volkswagen model is within the United States New Vehicle Limited Warranty, Canadian dealers can submit a claim. Proof of United States residence is required. If the Canadian dealer cannot submit your claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you.

When the warranty period begins

The warranty period begins on the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.

This New Vehicle Limited Warranty is automatically transferred without cost if the ownership of the vehicle changes within the Warranty period.

Free-of-charge repair

Repairs under this limited warranty are free of charge. Your authorized Volkswagen dealer will re-▶

¹⁾ Excludes Halogen and Xenon headlight bulbs, which are covered for 3 years or 36,000 miles, whichever occurs first. Headlight bulbs damaged by outside influence are not covered.

pair the defective part or replace it with a new or remanufactured genuine Volkswagen part.

Emergency repairs

If an emergency repair was performed by a non-Volkswagen service facility, keep all receipts, repair orders, and parts removed from your Volkswagen model.

You will be reimbursed if the repair work was needed and correctly performed and it was impos-

sible or unreasonable under the circumstances to tow or drive your Volkswagen model to the nearest authorized Volkswagen dealer.

A statement of the circumstances that prevented you from getting to an authorized Volkswagen dealer, together with the paid receipts, repair orders, and replaced parts must be submitted to your authorized Volkswagen dealer in order to be considered for reimbursement. ◀

What is not covered

Tires

Tires are not covered by this warranty, but are separately warranted by the tire manufacturer. To assist you in obtaining related Warranty information, a list of tire manufacturers and addresses is provided at the end of this booklet. Verify with the tire manufacturer what is covered under their warranty.

Maintenance services²⁾ and mechanical adjustments

This limited warranty does not cover the cost of parts and labor involved in any scheduled maintenance service²⁾.

This limited warranty does not cover the replacement of spark plugs, clutch discs, filters, oil, lubricants, fluids, or air conditioner refrigerant charge, unless their replacement is a necessary part of warranty service on a covered component.

Mechanical adjustments not associated with a defect in material or workmanship are not covered after the first year or 12,000 miles, whichever occurs first (i.e. headlight adjustment). This limited warranty does not cover wheel alignment or tire balancing.

Damage or malfunctions due to misuse, negligence, alteration, accident or fire

This limited warranty does not cover:

- damage or malfunctions which are the result of improper repair of the vehicle, installation of any non Genuine Volkswagen parts that will alter the vehicle performance specifications from those set by the vehicle manufacturer, modifications to the vehicle (including the engine management system), accessories including but not limited to

alarm systems, remote starters, roof racks or communications equipment, defects or failures resulting from the use of new parts not sold or approved by Volkswagen, or used parts, or the resultant damage to associated parts or systems; or

- damage or malfunctions which were caused by the alteration of the vehicle, in particular any major or structural alterations including but not limited to the conversion of the vehicle to a convertible or the modification of the roof to accommodate a glass roof structure or other similar structural alterations; or
- damage or malfunctions caused by using contaminated or improper fuel, intentional or unintentional misfueling; or
- damage or malfunctions caused by collision or modifications of the vehicle, including but not limited to the installation of engine management components not approved by Volkswagen; or
- damage or malfunctions resulting from the use of the vehicle in competitive events or caused by accident or fire; or
- damage or malfunctions resulting from continued operation of the vehicle after a warning light, gauge reading or other warnings indicate a mechanical or operational problem; or
- damage or malfunctions due to suspension modifications, including but not limited to the installation of aftermarket springs, shock absorbers, or lowering kits.

This limited warranty does not cover vehicles severely damaged or declared to be a total loss by an insurer or vehicles substantially re-assembled from or repaired with parts obtained from another used vehicle. ▶

²⁾ Some specific maintenance services are covered by the Volkswagen Carefree Maintenance Program. Please consult the Volkswagen Carefree Maintenance Program guidelines in the maintenance section of this booklet.

Damage or malfunctions due to lack of maintenance

This limited warranty does not cover damage or malfunctions due to failure to follow recommended maintenance and use requirements as set forth in the Volkswagen Owner's Manual and the Maintenance section of this booklet.

Your dealer will deny warranty coverage unless you present to the dealer proof in the form of Service or Repair Orders that all scheduled maintenance was performed in a timely manner.

Damage caused by the environment

This limited warranty does not cover damage caused by airborne industrial pollutants (e.g. acid rain), bird droppings, stones, floodwater, windstorms, tree sap or other similar occurrences.

Glass

This limited warranty does not cover glass breakage, unless due to a defect in manufacturer's material or workmanship.

Odometer tampering

These limited warranties do not cover repairs on a Volkswagen model on which the odometer has been altered or on which the actual mileage cannot readily be determined.

If the speedometer unit is replaced, a "Speedometer Replacement Record" must be filled out by an authorized Volkswagen dealer.

Other expenses

This limited warranty does not cover any incidental or consequential damage, including loss of

value of the vehicle, lost profits or earnings, and out-of-pocket expenses for substitute transportation or lodging³⁾.

This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Other terms

This New Vehicle Limited warranty is issued by Volkswagen. This limited warranty does not apply to Volkswagen vehicles or parts and accessories not imported or distributed by Volkswagen.

This warranty, the Limited Warranty Against Corrosion Perforation, the Powertrain Limited Warranty and the Emissions Warranties are the only express warranties made in connection with the sale of this Volkswagen model. Any implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the stated period of these written warranties.

Some states do not allow limitations on how long an implied warranty lasts, so, the above limitation may not apply to you.

Volkswagen reserves the right to make improvements or change the design of any Volkswagen model at any time with no obligation to make similar changes on vehicles previously sold.

Neither Volkswagen nor the manufacturer assumes, or authorizes any person to assume, any other obligation or liability on its behalf. ◀

³⁾ Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Kansas Safety Belt Limited Warranty

Information about Kansas Safety Belt Limited Warranty

Applicable only to vehicles sold or registered in the State of Kansas

For vehicles sold or registered in the State of Kansas, safety belts and related safety belt components are warranted against defects in workmanship and materials for a period of ten (10) years, regardless of mileage.

This limited warranty does not cover the replacement of safety belts and safety belt components:

Damage or failure was due to misuse, alteration, accident, or collision damage

Color fading, spotting, or other cosmetic problems when the safety belt is otherwise functioning properly ◀



Oakland, CA



Federal Motor Carrier
Safety Administration
1200 New Jersey Av, SE
Washington, DC 20590

