

[REDACTED]
Uniontown, PA [REDACTED]

January 6, 2023

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

**Subject: Complaint against Hyundai Motor America for Failure to Repair 2015 Hyundai Tucson
pursuant to Manufacturer's Recall**

Dear Sir or Madam:

In late October 2021, my 2015 Hyundai Tucson had major engine failure. The symptom was a loud knocking noise coming from the car's engine. I had no warning of this. No malfunction warning lights were on or flashing; no engine lights had come on; no oil lights were on; and no other warning was given.

In early November 2021, I received a letter from Hyundai Motor America stating that there was an "Important Manufacturer's Service Campaign" that affected my 2015 Tucson. The letter stated that my car was subject to Recall due to "abnormal engine bearing noise" that potentially could cause "severe engine damage." That was exactly the situation I was facing. The letter stated that I should contact the nearest Hyundai dealer and the problem would be fixed at "NO CHARGE to you."

On November 18, 2021, I took my Tucson to the dealership in Uniontown, PA where I had purchased the car. It had only 50,234 miles on it at the time of the engine failure.

The dealership stated that they were very busy and unable to fix it at the time. After about 4 months of delay, the Hyundai dealership informed me on March 18, 2022 that, even though my Tucson was subject to Recall relating to "abnormal engine bearing noise," the request to replace my engine had been denied. The stated reason was alleged "maintenance neglect," based on the accusation that I had failed to change the oil in the car. This accusation was and is not true.

I explained to the dealership that I regularly changed the oil in the car and never had any problems or even a warning light saying low oil. In response, the dealership stated that I needed to provide "oil receipts." I replied that, to save money, my friend and I changed the oil ourselves and did we not save receipts of buying oil. The only "oil receipt" I had was dated March 23, 2019 when my friend was sick and I got the oil changed at Ace Quick Lube-UN. The dealership, however, stated that, per instructions from Hyundai Motor America, they would not repair my car under the Recall.

I could not believe that a major car company such as Hyundai would not honor a Recall based on the exact engine problem that the Recall was intended to cover.

On March 28, 2022, I wrote a letter to the President of Hyundai Motor America, explaining the entire situation. See enclosed letter dated March 28, 2022 with attachments.

Incredibly, Hyundai Motor America never provided a written response to my letter. After many months of not hearing anything, I called Hyundai and finally was connected to a company representative. The representative informed me over the telephone that my car would not be repaired under the Recall because I could not produce "oil receipts."

The representative disregarded my letter and the evidence I had presented (including an affidavit) showing that there was no maintenance neglect and that I regularly changed the oil in the 2015 Tucson. To date, they have not changed their position. They continue to refuse to honor the Recall and refuse to repair my car.

I would appreciate your assistance in requiring this company to repair my car.

Sincerely,

A large black rectangular redaction box covering the signature of the sender.A black rectangular redaction box covering the address of the sender.

Enclosed 3/28/2022 letter to Hyundai Motor America

[REDACTED]
Uniontown, PA [REDACTED]

March 28, 2022

Via Certified Mail

Mr. Jose Munoz
President/CEO
Hyundai Motor America
10550 Talbert Avenue
Fountain Valley, CA 92708

Subject: Honoring Manufacturer's Recall and Warranty

[REDACTED]

Pardon the interruption, but I am contacting you to determine whether Hyundai Motor America will honor your Manufacturer's Recall and Warranty that a local Hyundai dealer is refusing to honor. As explained below, after four months of waiting for my car to be fixed, I now am being blamed for an engine failure that is the subject Hyundai's Manufacturer's Recall.

I am a disabled single mother. I own a 2015 Hyundai Tucson. I purchased the vehicle new from a Hyundai dealership in Uniontown, PA on December 23, 2014. The dealership is Auto Land Hyundai of Uniontown. When I purchased the vehicle, I also purchased the Hyundai Protection Plan, Platinum Coverage, 10 years or 100,000 miles with no deductible. (See attachment 1).

Until October 2021, I did not have any major trouble with the vehicle. I use the car mostly for local travel and have not put many miles on it. From 2015 through 2021, I averaged approximately 7,175 miles a year, for a total of 50,234 miles. Until late October 2021, the main expenses I incurred for the Tucson were routine maintenance—oil changes, brakes, and tires. To save money, the routine maintenance on my car was performed by my friend, [REDACTED]

In late October 2021, while returning home from a doctor's appointment, I noticed a loud knocking noise coming from the car's engine. The sound was banging and knocking and seemed to get worse every time I stepped on the gas pedal. The sound was disturbing and seemed serious. I was worried that the car was not going to make it to my home. Fortunately, I made it home safely, parked the car, and tried to figure out what to do.

On or about November 2, 2021, I called the dealership where I purchased the vehicle, Auto Land Hyundai of Uniontown. I reported the problem and asked the dealer if my car was covered by insurance. They said no, but told me to bring my vehicle in on November 18, 2021. On November 4, 2021, I contacted the Hyundai dealer in Morgantown, WV and asked the same question—was my vehicle covered by insurance? The Hyundai dealer in Morgantown told me that the Tucson was covered by Recalls relating to engine problems. A day or two later, I received a letter from Hyundai Motor America stating there was an "Important Manufacturer's Service Campaign" that affected my 2015 Tucson and other Hyundai vehicles. The letter stated that the service campaign/recall related to "abnormal engine bearing noise" that potentially could cause "severe engine damage." The letter

[REDACTED]
Uniontown, PA [REDACTED]

stated that I should contact the nearest Hyundai dealer and the problem would be fixed at "NO CHARGE to you." (See attachment 2).

On November 18, 2021, I took my Tucson to Hyundai of Uniontown. I brought the Recall letter with me and gave it to the service manager, Fred King. Mr. King informed me that there were other vehicles ahead of mine and that he would contact me when they were ready to start working on my vehicle. After not hearing back from Mr. King, I started calling the dealership about once a month to determine the status. I was told that the dealership had a backlog of cars for service and was short of mechanics. Incredibly, the dealership had my car for the rest of November, and all of December, January, and February of 2022 without working on it. It was not until March of 2022, nearly four months later, that the dealership informed me that they were proceeding to repair my car.

On March 4, 2022, Mr. King called me and led me to believe that my engine was going to be replaced by Hyundai based on the Recall, but that I needed to produce "oil receipts" showing when I changed the oil in the car. I explained to Mr. King that we change the oil in the car ourselves and that, as a consequence, we do not have such receipts. Mr. King did not say the lack of oil receipts would prevent my car from being repaired. However, he did not specify when they would be repairing my car. Frustrated with this additional delay after the dealership already had my car for approximately 4 months without fixing it, I contacted Hyundai's consumer affairs on March 4 and informed the representative that the local dealership in Uniontown was giving me a hard time regarding a Manufacturer's Recall and insisting on oil receipts. During the call, the representative apologized regarding my treatment by the local dealership and led me to believe that my engine had been approved. Nevertheless, the representative stated that she would need to speak to someone else in the company and that someone from an 855 number would get back to me in 3-5 business days. I did not receive any such call.

On March 18, 2022, I went to the Hyundai dealership in Uniontown to check on the status of my car and find out if it had been repaired. To my surprise, I was told by Mr. King for the first time on March 18, (exactly 4 months after I had brought the car to the dealership on November 18), that the request to replace my engine had been denied. I was shocked. I was told that it was denied because I had not produced oil receipts. Mr. King gave me a one-page document characterizing the denial as due to "maintenance neglect." (See attachment 3).

The one-page document from the dealership is inaccurate. It states that I was told by Mr. King on March 9 that my engine repair was being denied due to lack of maintenance records. That is not correct. It was not until I personally visited the dealership on March 18 that I was told that the repair of my engine was being denied. In addition, the one-page document from the dealership incredibly states that "the vehicle was not maintained from 3 miles to the current mileage [50,240]" and this "evidence of neglect can be seen in the photo of the valve train that was provided." According to Mr. King, the photo allegedly showed "sludge" in the engine of the Tucson and I was being blamed for it due to an alleged lack of maintenance during the entire life of the vehicle. This incredible statement of no maintenance on my car for seven years is unbelievable and untrue.

The fact that I do not have years of oil receipts does not prove maintenance neglect. I am [REDACTED] old and know that vehicles need to be maintained and oil changed, from lawn mowers to cars and trucks. My Tucson was never low on oil. The oil light never came on. The engine light never came on. The only warning light that ever came on was for low tire pressure. At my request, [REDACTED] has serviced my vehicle since it was purchased. I have attached a sworn Affidavit from [REDACTED] showing that there

[REDACTED]
Uniontown, PA [REDACTED]

was no maintenance neglect on my vehicle. (See attachment 4). [REDACTED] regularly changed the oil in the Tucson, repaired the brakes, and replaced the tires as needed. As best I recall, the only time he did not personally change the oil was in March 2019 when he was ill and I had the oil changed by Ace Quick Lube in Uniontown, PA. (See attachment 5).

To blame a customer for an engine problem that is subject to a Manufacturer's Recall is both surprising and wrong. It bad enough to falsely accuse a customer of "maintenance neglect" based on the lack of oil receipts. It is especially wrong to fail to honor a Manufacturer's Recall and allege, without proof, that somehow the customer caused the engine problem that is the very subject of the Recall.

[REDACTED], the reason I am writing you is because I can't believe that the leadership of a respected company such as Hyundai corporation would approve of this conduct and fail to honor a Manufacturer's Recall. I am writing you in good faith with the hope this can be resolved without any complaints to government entities and others.

I would appreciate your consideration of this matter and look forward to your response.

Sincerely,
[REDACTED]



VEHICLE SERVICE CONTRACT

PROTECTION PLAN

CUSTOMER INFORMATION

CONTRACT NUMBER: [REDACTED]

Owner Name [REDACTED]			Co-Owner Name		
Address [REDACTED]			Address		
City UNIONTOWN	State PA	ZIP [REDACTED]	City	State	ZIP
Email		(Area Code) Telephone Number	Email		(Area Code) Telephone Number

COVERED VEHICLE INFORMATION

Year 2015	Make HYUNDAI	Model TUCSON	Covered Vehicle Purchase Price 24,180.00
VIN KMBJTCAFUFU [REDACTED]		Current Odometer Reading 59	

SELLING DEALER INFORMATION

Name AUTO LAND HYUNDAI OF UNIONTOWN	Dealer Number HYUPA058	Phone (724) 437-9999
Address 25 EAST FAYETTE STREET	City UNIONTOWN	State PA ZIP 15401
Lienholder RBS CITIZENS	Address 480 JEFFERSON BV WARWICK RI 02886	

SERVICE CONTRACT INFORMATION

TERM/MILEAGE <input checked="" type="checkbox"/> If no box is checked 10 Year/100,000 Miles term will apply.		COVERAGE <input checked="" type="checkbox"/> If no box is checked Platinum coverage will apply.	
1 Year/12,000 Miles <input type="checkbox"/>	6 Year/60,000 Miles <input type="checkbox"/>	PLATINUM <input checked="" type="checkbox"/>	GOLD <input type="checkbox"/>
2 Year/24,000 Miles <input type="checkbox"/>	6 Year/75,000 Miles <input type="checkbox"/>	POWERTRAIN <input type="checkbox"/>	
3 Year/36,000 Miles <input type="checkbox"/>	6 Year/100,000 Miles <input type="checkbox"/>	DEDUCTIBLE <input checked="" type="checkbox"/> If no box is checked \$100 deductible will apply.	
4 Year/48,000 Miles <input type="checkbox"/>	7 Year/75,000 Miles <input type="checkbox"/>	\$0 <input checked="" type="checkbox"/>	\$50+ <input type="checkbox"/>
4 Year/60,000 Miles <input type="checkbox"/>	7 Year/100,000 Miles <input type="checkbox"/>	\$100 <input type="checkbox"/>	
5 Year/60,000 Miles <input type="checkbox"/>	8 Year/85,000 Miles <input type="checkbox"/>	*WAIVED IF REPAIRS ARE MADE AT SELLING DEALER.	
5 Year/75,000 Miles <input type="checkbox"/>	10 Year/100,000 Miles <input checked="" type="checkbox"/>		
5 Year/100,000 Miles <input type="checkbox"/>			
See "Service Contract Period" to determine expiration date and miles.			
Service Contract Purchase Date December 23, 2014	Service Contract Purchase Price 2,780.00	Sales Tax (Where Applicable)	Total Purchase Price

THE PURCHASE OF THIS SERVICE CONTRACT IS VOLUNTARY AND IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THE COVERED VEHICLE. IT HAS A STANDARD \$100 DEDUCTIBLE (SEE SECTION VII(S)) UNLESS OTHERWISE NOTED ABOVE AND YOU ARE REQUIRED TO OBTAIN AUTHORIZATION PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS SERVICE CONTRACT EXCEPT AS NOTED IN #2 OF THE "HOW TO MAKE A CLAIM" SECTION. THIS SERVICE CONTRACT IS SUBJECT TO THE "ARBITRATION" SECTION CONTAINED HEREIN UNLESS OTHERWISE MODIFIED BY STATE LAW.

WASHINGTON RESIDENTS ONLY: By signing this contract, you acknowledge you have reviewed with Selling Dealer the sections of this Service Contract titled: WHAT THIS SERVICE CONTRACT COVERS, SERVICE CONTRACT PERIOD, VEHICLE COVERED PARTS, EXCLUSIONS FROM COVERAGE, HOW TO MAKE A CLAIM, YOUR RESPONSIBILITIES, DEDUCTIBLE AND UNCOVERED COSTS, CANCELLATION, and IMPLIED WARRANTY.

I agree to purchase this SERVICE CONTRACT FOR THE CHARGE SHOWN ABOVE.

Owner Signature: [REDACTED] Date: December 23, 2014
 Co-Owner's Signature: _____ Date: December 23, 2014
 Selling Dealer's Signature: _____ Date: December 23, 2014

OPTIONAL PRE-PAID MAINTENANCE INFORMATION

Optional Pre-Paid Maintenance Purchase Price	In conjunction with YOUR purchase herein of this Hyundai Protection Plan Service Contract, YOU have the option to purchase an Optional Pre-Paid Maintenance, which is a separate product from the Hyundai Protection Plan Service Contract. YOU may elect to purchase the Optional Pre-Paid Maintenance by completing the below information and signing below. The Optional Pre-Paid Maintenance is a Maintenance Agreement and, except in California, is not regulated by the department of or office of insurance regulation in YOUR state.		
TERM AND MODEL/INTERVAL SELECTED <input checked="" type="checkbox"/> If no box is checked 7 Years/105,000 Miles and/or 3,000 (Turbo) or 3,750 (Non-Turbo) mile interval will apply.			
Term:	<input type="checkbox"/> 1 Year/15,000 Miles <input type="checkbox"/> 2 Years/30,000 Miles <input type="checkbox"/> 3 Years/45,000 Miles <input type="checkbox"/> 4 Years/60,000 Miles	<input type="checkbox"/> 5 Years/75,000 Miles <input type="checkbox"/> 6 Years/90,000 Miles <input type="checkbox"/> 7 Years/105,000 Miles	Model/Interval:
			<input type="checkbox"/> Turbo (3,000 mile interval) <input type="checkbox"/> Turbo (5,000 mile interval) <input type="checkbox"/> Non-Turbo (3,750 mile interval) <input type="checkbox"/> Non-Turbo (7,500 mile interval)
I hereby elect to purchase the Optional Pre-Paid Maintenance and acknowledge that it is a separate product from the Hyundai Protection Plan Vehicle Service Contract. I understand that it is subject to the "ARBITRATION" section contained herein and may be subject to a separate Transfer and Cancellation fee.			
Owner Signature		Co-Owner Signature	

Service Contract Provider/Obligor: Hyundai Protection Plan, Inc., 3161 Michelson Dr., Ste. 1900, Irvine, CA 92612 • 800-477-8089
 In California, Hyundai Protection Plan, Inc. is doing business as Hyundai Capital Extended Services.



Hyundai Motor America
P.O. Box 20839
Fountain Valley, CA 92728-9937

ATTACHMENT 2

Hyundai Campaign Number: 966



12629

IMPORTANT SERVICE CAMPAIGN

Engine Monitoring Logic

This is an Important Manufacturer's Service Campaign.

- Please contact your nearest Hyundai dealer to schedule this procedure.
- The service campaign will be performed on your vehicle at **NO CHARGE** to you.
- To locate your nearest Hyundai dealer and schedule your appointment please visit:

www.HyundaiUSA.com/Campaign966

This notice applies to your Hyundai, VIN: KMBJTCAFXX [REDACTED]

Dear [REDACTED],

Hyundai is conducting a service campaign to enhance the knock sensor software to detect abnormal engine bearing noise before potentially severe engine damage occurs on certain 2014 – 2016 Elantra, 2014 Elantra Coupe, 2011 – 2012 Santa Fe, 2011 – 2015 Sonata Hybrid, 2010 – 2015 Tucson, and 2012 – 2017 Veloster vehicles. Our records indicate that your vehicle is affected by this campaign.

What is the purpose of this service campaign?

If abnormal engine bearing noise is detected, the Malfunction Indicator Lamp (MIL) will blink continuously, and the vehicle will be placed in Engine Protection Mode allowing the customer to drive to the nearest Hyundai dealer for diagnosis and repair. In addition, DTC P132600 will be recorded in the ECM. The vehicle can continue to be operated for a limited time in Engine Protection Mode, but it will accelerate slower and have a reduced maximum speed. Engine RPMs will be limited to approximately 1800 – 2000 RPM.

What will Hyundai do?

Your Hyundai dealer will perform a software update of the Electronic Control Module (ECM) to improve the Knock Sensor Detection System (KSDS) logic. This procedure will be performed at **NO CHARGE** to you.

What should you do?

Please contact your nearest Hyundai dealer to schedule this procedure by visiting www.HyundaiUSA.com/us/en/dealer-locator or calling 1-855-371-9460.

The actual time required to perform this procedure on your vehicle will take less than one hour, however your vehicle may be needed longer; therefore, we recommend scheduling a service appointment to minimize inconvenience.

If you have other questions

If you require further assistance, you may contact the Hyundai Customer Care Center at 1-855-371-9460.

Thank you for your attention to this important safety matter. We apologize for any inconvenience this may have caused you.

Hyundai Motor America

PA Review

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Print

PA Information

RO #	[REDACTED]	PA #	[REDACTED]
RO Open Date	03-01-2022	Mileage	50210
VIN	KM2JTCAFX[REDACTED]	Model	TUCSON (L3) 2.0L NU
Current Owner	[REDACTED]	Repair Group	200 ENGINE GROUP
DTC Code		DTC Code	
DTC Code		Case Number	[REDACTED]
Customer Concern	CUSTOMER STATES ENGINE NOISY TOWED IN FOUND ENGINE MAKING NOISE SCANNED CODES FOUND P1326 CODE PERFORMED THE BCT GOT A NO PASS RESULT SUBMITTED BUT NEVER GOT A GENERATED PA. REID TEST AGAIN GOT SAME RESULT AND NO PA TOOK VIDEO OF ENGINE NOISE OIL CAP OIL FILL HOLE AND DIPSTICK AND ALSO SUBMITTED A PHOTO OF THE BCT NO PASS RESULT		
PA Request Reason	REQUEST PERMISSION TO REPLACE ENGINE UNDER THE T3G CAMPAIGN FOR ROD BEARING NOISE THE ENGINE NUMBER IS G4NCEU35R160		
Remark from PWA CTR	THE PA WAS REVIEWED AND BASED ON THE INFORMATION PROVIDED THIS PA REQUEST HAS BEEN CLOSED DUE TO THE FAILURE BEING EXCEPTIONAL MAINTENANCE NEGLECT NOT A WARRANTABLE DEFECT THANK YOU		
Goodwill	N	HMA %	
Estimate	54 020 25	Requesting Rental	Y
Status	DECLINED	Labor Hours	5.9

History	CHRISTOPHER VASQUEZ TAYLOR	03-09-2022	THE PA WAS REVIEWED AND BASED ON THE INFORMATION PROVIDED THIS PA REQUEST HAS BEEN CLOSED DUE TO THE FAILURE BEING EXCEPTIONAL MAINTENANCE NEGLECT NOT A WARRANTABLE DEFECT THANK YOU
	KING FRED	03-09-2022	CONTACTED CUSTOMER AGAIN TOLD HER THAT IT WAS BEING DENIED BECAUSE OF LACK OF MAINTENANCE RECORDS SHE HAS OPENED A CASE WITH CONSUMER AFFAIRS
	CHRISTOPHER VASQUEZ TAYLOR	03-04-2022	BASED ON THE AVAILABLE MAINTENANCE RECORDS THE VEHICLE WAS NOT MAINTAINED FROM 3 MILES TO CURRENT MILEAGE EVIDENCE OF THIS NEGLECT CAN BE SEEN IN THE PHOTO OF THE VALVETRAIN THAT WAS PROVIDED THIS REQUEST IS GOING TO BE DECLINED DUE TO MAINTENANCE NEGLECT FOR THESE REASONS ARE THERE ANY QUESTIONS AT THIS TIME?
	KING FRED	03-03-2022	I HAVE UPLOADED PHOTOS OF THE VALVE TRAIN AS PER YOUR REQUEST
	CHRISTOPHER VASQUEZ TAYLOR	03-03-2022	PLEASE ATTACH A PHOTO OF THE VALVETRAIN (ONLY THE ROCKER COVER REMOVED) THANK YOU BE ADVISED HMA WILL PAY THE TECHNICIAN FOR ANY LABOR INCLUDED IN THE REVIEW PROCESS THAT IS NOT OVERLAPPING WITH THE MAIN LABOR OP CODE THE TECHNICIAN NEEDS TO DOCUMENT THE TIME AND THE LABOR WILL BE PAID AT WARRANTY RATES COMPLIANT WITH PUBLISHED LTS TIRES IF THE REPAIR IS NOT COVERED UNDER WARRANTY A CLAIM FOR DIAGNOSIS MAY STILL BE SUBMITTED
	KING FRED	03-02-2022	SORRY CUSTOMER STATES THEY CHANGE THEIR OIL OIL AND DID NOT HAVE ANY RECORDS
	CHRISTOPHER VASQUEZ TAYLOR	03-01-2022	DOES THE CUSTOMER HAVE MAINTENANCE RECORDS AVAILABLE? PLEASE ATTACH COPIES OF ANY AVAILABLE INVOICES FOR REVIEW THANK YOU
	KING FRED	03-01-2022	REQUEST PERMISSION TO REPLACE ENGINE UNDER THE T3G CAMPAIGN FOR ROD BEARING NOISE THE ENGINE NUMBER IS G4NCEU35G160

Engine Diagnosis Worksheet

Engine Diagnosis Worksheet

Attachments

Type	Attachment Name
IMAGE:JPEG	HENDRIX NO PASS
APPLICATION:PDF	HENDRIX BKT
IMAGE:JPEG	HENDRIX VALVETRAIN PHOTO
IMAGE:JPEG	HENDRIX VALVETRAIN PHOTO

PWA CTR ATTACHMENTS

Type	Attachment Name
[REDACTED]	[REDACTED]

AFFIDAVIT OF [REDACTED]

[REDACTED], being duly sworn, hereby deposes and says as follows:

1. I am a friend of [REDACTED]. I have known her since 2013. I currently live with [REDACTED] at [REDACTED] in Uniontown, PA.
2. I remember when [REDACTED] purchased her 2015 Hyundai Tucson in December 2014 from Auto Land Hyundai in Uniontown. She was very excited to purchase this vehicle.
3. [REDACTED] is disabled and asked me to maintain the vehicle for her, which I did. The Tucson was a low-maintenance vehicle until last year. It did not have any major problems. The oil light never came on. The engine light never came on. The only warning light that ever came on was for low air pressure in the tires.
4. In maintaining the Tucson, I changed the oil about twice a year, changed the brakes when needed, and replaced the tires when needed. I do not remember exact dates, but I do remember that the last time I changed the oil was in the fall of 2021.
5. I do not have oil receipts or receipts for any of the expenses incurred in maintaining the car because I pay cash for all of my purchases. I do not have a credit card.
6. In late October 2021, [REDACTED] informed me that the Tucson was making a terrible engine noise and she was afraid to drive it. I listened to it and heard a bad knocking sound. We agreed that the car had to be returned to the dealer. The dealership was backed up and did not want it right away. As requested, the vehicle was delivered to Auto Land Hyundai of Uniontown on November 18, 2021.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

[REDACTED]

[REDACTED]

Notary Public

My Commission Expires

