



Volvo Cars of North America, LLC

October 1, 2003

Mr. Thomas Z. Cooper, Chief
Vehicle Integrity Division
Office of Defects Investigation
National Highway Traffic Safety Administration
Room 5326
400 Seventh Street, S.W.
Washington, D.C. 20590

RECEIVED
NVS-210
2003 OCT -6 A P 1:13
OFFICE OF DEFECTS
INVESTIGATION
NVS-212jfa
EA03-008

Dear Mr. Cooper:

This letter and its enclosures comprise the first part of the response of Volvo Cars of North America, LLC (VCNA) to your August 1, 2003 request for information relating to Engineering Analysis EA03-008, received on August 1, 2003. As per Volvo's agreement with NHTSA, this letter summarizes our response to questions 1 - 7, 12, 13, 14, and 18. As agreed the responses for the remaining questions will be provided at a later date.

In order to respond to EA03-008, Volvo undertook a thorough and diligent search. Volvo in good faith reviewed all available documentation within its control to answer NHTSA's questions 1 - 7, 12, 13, 14 and 18 pertaining to the alleged fuel leakage from the fuel storage tank of the subject vehicles model year 1993 through 1998 model 850 Volvo passenger cars and other vehicles as defined in Volvo's submission for PE03-003. We spoke to a variety of affected persons, in the United States and Sweden, who in the course of their daily business are responsible for the various items related to the request. They, in good faith, conducted a thorough search for the information. Our response is based upon this diligent and thorough search.

We have provided below and as separate enclosures (a combination of hardcopy and electronic documents), answers to questions 1 - 7, 12, 13, 14, and 18 using the documentation that was available to us. Please note that for the purpose of this EA we are using data up through and including August 5, 2003 when our search began for this information.

1. As it relates to Volvo's May 2, 2003 response to question number nine of ODI's February 10, 2003 information request in PE03-003, i.e., "other Volvo vehicles," state, by model and model year, the number of other vehicles that Volvo has manufactured for sale or lease in the United States that contain one or more identical components relating to the alleged defect in the subject vehicle. Separately, for each such vehicle manufactured to date by Volvo, state the following:
 - a. Vehicle Identification Number (VIN);
 - b. Model;

- c. Model year;
- d. Date of manufacture;
- e. Date warranty coverage commenced; and
- f. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).
- g. Shared part(s); and
- h. Periods of application (mm/dd/yyyy) of shared part(s).

Provide the table in Microsoft Access 2000, or a compatible format, entitled "PRODUCTION DATA/OTHER VEHICLES." See Enclosure 1, Data Collection Disc, for a pre-formatted table which provides further details regarding this submission.

850	1997	42511
C70 (872, 873)	1998	2878
	1999	4837
	2000	5316
	2001	5434
	2002	3377
	2003	1559
	2004	2309
S/V70 (874, 875)	1998	96428
	1999	41785
	2000	38869
	Total	247093

The table with the complete information for the "other" vehicles that contain one or more identical components relating to the alleged defect in the subject vehicle is provided to NHTSA on the enclosed CD-ROM, in Microsoft Access format. Please note that for certain vehicles data is missing. After a thorough and diligent search we were unable to obtain this data.

2. State the number of each of the following, received by Volvo, or which Volvo is otherwise aware, which relate to, or may relate to, the alleged defect in the "other Volvo vehicles" identified in response to question number one above:
- a. Consumer complaints, including those from fleet operators [11];
 - b. Field reports [10 Technical Reports];
 - c. Reports involving crash, injury, or fatality [None];
 - d. Reports involving a fire [None];
 - e. Property damage claims [None];
 - f. Third party arbitration [None];
 - g. Lawsuits [None];

For subparts "a" through "c", state the total number of each item separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately.

In addition, for items "c" through "g", provide a summary description of the alleged problem for causal and contributing factors and Volvo's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "f" and "g" identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

Regarding (a) in your letter, "Consumer complaints":

- In two cases there are two reports for a customer and we have provided copies of both reports. These two cases are for customer [REDACTED] (MY1997 850, VIN YV1LS5727VJ379215) and S/V70 customer [REDACTED] (MY1998 S/V70, VIN YV1LS5376W2518917). We have counted each case as one because the second report in each case is a follow-up report. In other words there was no repair between the first and second report.
- In the case of [REDACTED], the VIN in the VIN column does not match the text in the report. We diligently attempted to determine which of [REDACTED] vehicles this report belonged to. For the purposes of this report it was put with the "other vehicles" as a MY1998 874.

Regarding (b) in your letter, "Field reports":

- Report #106767 is for two vehicles and is counted as two reports (Chassis #'s 712111 & 682654).
- Report #102438 is included in the submission for "other vehicles" because it includes one vehicle of the four included in the report that is categorized as an "other vehicle" (Chassis #290333). It is also included in the submission for "subject vehicles" because it includes three vehicles that are categorized as "subject vehicles".
- Report #17040 and #17089 are for the same vehicle and for the same concern. Two different people reviewed the car and filed distinct reports a day apart, therefore they will be counted as one report.

3. State the number of each of the following, received by Volvo, or which Volvo is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles that were not previously provided to ODI in its response to ODI's information request letter in PE03-003:

- a. Consumer complaints, including those from fleet operators [13];
- b. Field reports [5 Technical Reports];
- c. Reports involving crash, injury, or fatality [None];
- d. Reports involving a fire [None];
- e. Property damage claims [None];
- f. Third party arbitration [None];
- g. Lawsuits [None];

For subparts "a" through "d", state the total number of each item separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately.

In addition, for items "e" through "g", provide a summary description of the alleged problem for causal and contributing factors and Volvo's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "f" and "g" identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

Regarding (e) in your letter, "Consumer complaints":

- In one case, for customer [REDACTED] (MY1995 850, VIN YV1LS5716S1225629) two VINS were provided in the text of the report. The second VIN is YV1LS5511S2207553, also a MY1995 850. We have therefore counted customer [REDACTED] as two vehicles and two reports.

Regarding (b) in your letter, "Field reports":

- **Volvo has undergone a very thorough and continuous technical review of its PE Field Report submission by experts from Volvo in North America and Sweden. As a result of this review we have come to the conclusion that two technical reports that we submitted with the PE should have not been included with the PE. For the EA submission we request that Report #15500 and Report #18299 be removed (Chassis numbers 179041 and 346645 respectively) from the PE submission so that the PE submission now includes only 9 technical reports for the subject vehicle. We have provided copies of these two reports with our EA submission for your ease of reference.**
 - **Report # 15500 (Chassis number 0179041) has been eliminated because it did not have an actual fuel leak, it had a Diagnostic trouble code 611 for a fuel tank system leak which was repaired with a new purge valve. DTC 611 is caused by a leak in the fuel tank system which is equal to or greater than one millimeter or by a blockage in the EVAP purge line anywhere between the manifold vacuum source and the fuel tank pressure sensor, located on the fuel tank. A restricted or sticking purge valve could also cause this condition being that the purge valve is located in the purge line and supplies the tank system with the manifold vacuum needed to run the leakage diagnostic test. After thoroughly reviewing this report it has been determined that the technician wasn't correctly fault tracing the vehicle. The vehicle was being repaired using the process of elimination technique. Unfortunately the technician replaced many components including the fuel tank before replacing the purge valve.**
 - **Report #18299 (Chassis number 0346645) clearly does not apply to the alleged defect. It was simply a search error on the keyword fuel. There was not fuel leak associated with this vehicle.**
 - **In summary, the following Volvo file numbers are new reports for the subject vehicles. They are new since the PE submission:**
 1. Case 970319013
 2. Case 991102030
 3. Case 980909021
 4. Case 981221031
 5. Case 102438 (only Chassis # 203038 within this report is new)
 - **Photographs to support Technical Report #35295 (from the PE submission) are provided electronically. They were inadvertently not provided with the PE.**
 - **Report #102438 is for three vehicles and is counted as three reports (Chassis #'s 0318284 & 0302269 & 203038). This report now includes one more report than was provided in the PE.**
4. Separately for each item (complaint, report, claim notice, or matter) within the scope of your response to Request Numbers two and three above, state the following information:
- a. Volvo's file number or other identifier used;
 - b. The category of the Item Identified;
 - c. Vehicle owner name, address, and telephone number;
 - d. VIN;
 - e. Vehicle make, model and model year;
 - f. Vehicle mileage at time of the Incident;
 - g. Incident date;
 - h. Report or claim date;
 - i. Whether a crash is alleged;

- j. Whether a fire is alleged;
- k. Whether property damage is alleged;
- l. Number of alleged injuries, if any; and
- m. Number of alleged fatalities, if any.

Provide the table in Microsoft Access 2000, or a compatible format, entitled "REQUEST NUMBER TWO AND THREE DATA." Provide separate tables for the subject vehicles and the "other Volvo vehicles." See Enclosure 1, Data Collection Disc, for a pre-formatted table which provides further details regarding this submission.

This information is provided to NHTSA on the enclosed CD-ROM, in Microsoft Access format.

Please note:

- ◆ *The Volvo identifier for the Customer Concern cases in this submission is the customer name. In many of the Customer Concern cases we do not have "vehicle mileage at the time of the incident" or "incident date". When available, this information has been provided. The report date has been provided, this being the date that Volvo was made aware of the alleged occurrence.*
- ◆ *In many of the Field Report cases we do not have "Vehicle owner" information or "incident date". When available, this information has been provided. The report date has been provided, this being the date that Volvo was made aware of the alleged occurrence.*

There are no alleged crashes, fires, property damage, injuries or fatalities within the scope of Request Numbers two and three above.

- 5. Produce copies of all documents related to each item within the scope of Request Numbers two and three above. Organize the documents separately by model, Model year and category (i.e. consumer complaints, field reports, etc.) and describe the method Volvo used for organizing the documents.
 - ◆ *This information is provided to NHTSA on the enclosed CD-ROM. The electronic files are organized by category, model and model year in electronic file folders. There are two letters provided as hardcopies.*
 - ◆ *Regarding our customer complaint records:*
 - ◆ *Volvo does not keep the faxes that are referred to in the customer complaint reports. These faxes are transcribed into the electronic record of the customer complaint.*
 - ◆ *We have conducted a thorough and diligent search of our customer complaint records for this EA submission.*
 - *We have provided a spreadsheet that indicates customer concerns that we have provided a copy of a letter, email or associated document. Two letters are provided as hardcopies, the others are provided electronically.*
 - *In the case of customer Pokalski we have provided a copy of a letter that is referred to. There is also reference to a postcard sent to the customer and a California lemon law claim. Volvo did not find these other two documents after a good faith effort.*
- 6. State by model and model year, a total count for all of the following categories of claims,

collectively, that have been paid by Volvo to date that relate to, or may relate to, the alleged defect in the subject vehicles that were not previously provided to ODI in its response to PE03-003: warranty claims, extended warranty claims; claims for good will services that were provided: field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Volvo's claim number
- b. Vehicle owner and telephone number
- c. VIN
- d. Repair date
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code
- i. Replacement part number(s) and description(s)
- j. Concern stated by customer; and
- k. Comments, if any, by dealer/technician relating to claim and/or repair.

Provide the table in Microsoft Access 2000, or a compatible format, entitled "WARRANTY DATA." See Enclosure 1, Data Collection Disc, for a pre-formatted table which provides further details regarding this submission.

Warranty claims, extended warranty claims; claims for good will services that were provided that have been paid by Volvo up to and including August 5, 2003 that relate to, or may relate to, the alleged defect in the subject vehicles that were not previously provided to ODI in its response to PE03-003 are provided to NHTSA on the enclosed CD-ROM, in Microsoft Access format. The subject vehicles are provided on the same table as the "other" vehicles and are identified by model and model year. The following is a total count of vehicles not provided in the PE for the model 850 series by model year:

<u>850 Series</u>	
MY 1993:	1 vehicle
MY 1994:	4 vehicles
MY 1995:	3 vehicles
MY 1996:	8 vehicles

There were no warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

7. State by model and model year, a total count for all of the following categories of claims, collectively, that have been paid by Volvo to date that relate to, or may relate to, the alleged defect in the "other Volvo vehicles" identified in response to question number one: warranty claims, extended warranty claims; claims for good will services that were provided: field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Volvo's claim number
- b. Vehicle owner and telephone number
- c. VIN
- d. Repair date
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code
- i. Replacement part number(s) and description(s)
- j. Concern stated by customer; and
- k. Comments, if any, by dealer/technician relating to claim and/or repair.

Provide the table in Microsoft Access 2000, or a compatible format, entitled "WARRANTY DATA." See Enclosure 1, Data Collection Disc, for a pre-formatted table which provides further details regarding this submission.

Warranty claims, extended warranty claims; claims for good will services that were provided that have been paid by Volvo up to and including August 5, 2003 that relate to, or may relate to, the alleged defect in the "other" vehicles are provided on the enclosed CD-ROM, in Microsoft Access format. The "other" vehicles are provided on the same table as the "subject" vehicles and are identified as by model and model year.

The following is a total count of vehicles by model and model year:

	<u>850 Series</u>
MY1997:	19 vehicles
	<u>S and V70</u>
MY1998:	18 vehicles
MY1999:	2 vehicles
MY2000:	3 vehicles
	<u>C70</u>
MY2000:	1 vehicle
MY2001:	1 vehicle

There were no warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

12. Provide engineering drawings and specifications for all fuel tanks that were or are original equipment or replacement equipment designated by Volvo for use in the subject vehicles. Information in the drawings and specifications should include, but not be limited to, tank capacities, the Volvo or SAE fuel fill reference line, i.e., full tank fill level.

This information is provided to NHTSA as hardcopies enclosed with this letter (Data Confidential and appropriate documents).

13. Provide engineering drawings and specifications for all fuel tank heat shields that were or are original equipment or replacement equipment designated by Volvo for use in the subject vehicles. Information in the drawings should include all vehicle and fuel tank applications for which they are intended.

Mr. Thomas Z. Cooper
October 1, 2003

6

This information is provided to NHTSA as hardcopies enclosed with this letter (Data Confidential and appropriate documents).

14. Provide exploded drawings of the fuel tank, fuel tank heat shields, heat shield attachment hardware, fuel tank to vehicle mounting hardware, and exhaust system in the subject vehicles.

This information is provided to NHTSA on the enclosed CD-ROM (Data Confidential).

18. Three of the consumer complaints provided in Volvo's May 2, 2003 response to ODI's February 10, 2003 information request letter are not readable documents. Provide readable documents for the vehicles identified by the following VIN's: YV1LW5713R202285, YV1LS5511P2037363, and YV1LW5712R202009.

The information for consumer complaint VINs YV1LW5713R2022853, YV1LS5511P2037363 and YV1LW5712R2020091 is provided to NHTSA on the enclosed CD-ROM.

We would be glad to provide any additional information you may require or to meet with you, or your staff, to discuss any aspect of this response. Please note that in this and in our PE submission Volvo has no alleged fires about this alleged defect. As agreed the second and final part of our response is now due on October 20, 2003. If there are any questions or clarifications please contact Diana Lidgett or myself.

Sincerely yours,

VOLVO CARS OF NORTH AMERICA, LLC
Aftersales Business Unit



William Shapiro, P.E.
Manager, Regulatory and Product Compliance

Enclosure

Question no. 5

Consumer Complaint Letters:

██████████ 1998 S70

Mann, 1998 S70

[REDACTED]

July 16, 2001

Volvo Cars of North America
P.O. Box 914
Rockleigh, New Jersey 07647

Account 10185965-0

[REDACTED]

Certified

RECEIVED
JUL 27 2001

CUSTOMER RELATIONS

To Whom It May Concern:

On June 12, 2001, Ms. Pat Sacus phoned regarding our letter dated June 4, 2001. Ms. Sacus inquired about the stalling problem and the inside door panels. The inside door panel problem has not been resolved as of this date.

Ms. Sacus suggested that our Volvo be taken into Lawrence Volvo for inspection. On June 29, 2001, our Volvo was taken to Lawrence Volvo. Attached is a copy of the invoice. Lawrence Volvo detected no problem. However, two days after picking up the Volvo, the vehicle stalled making a turn onto the freeway.

At no time during the conversation with Ms. Sacus was our request for a buy back or replacement of our defective Volvo mentioned. Once again, we are requesting that Volvo Cars of North America buy back or replace our defective Volvo under our Song-Beverly Consumer Warranty Act Rights.

We look forward to hearing from you.

[REDACTED]

7/31

June 4, 2001

Volvo Cars of North America
P.O. Box 914
Rockleigh, New Jersey 07647

Account 10185965-0

RECEIVED

CONSUMER RELATIONS

To Whom It May Concern:

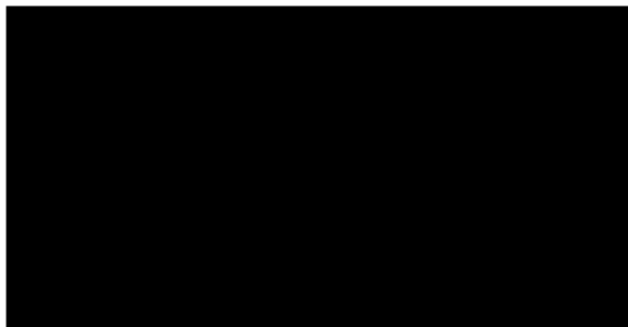
On May 8, 2001, We were informed by Volvo Finance of North America, that you were forwarding our letter dated April 3, 2001.

On 5/14/2001, We spoke with Chris at Volvo of North America. Chris stated that McKeVitt Volvo was contacted about the door panel problem. Your representative made no reference to the request for a vehicle replacement that we made in our letter.

We have contacted the State of California Consumer Affairs Department requesting information on the voluntary arbitration program offered by Volvo. We were informed that no program exists.

We are requesting that Volvo Cars of North America buy back or replace our defective Volvo under our Song-Beverly Consumer Warranty Act Rights. The Volvo we have has a stalling defect. Attempts were unsuccessful in repairing this defect. This defect is a safety issue, which may cause us bodily injury or death.

We look forward to hearing from you.



24769

145566

LAWRENCE VOLVO

INVOICE

FAMILY OWNED AND OPERATED SINCE 1988

2781 N. MAIN ST. * WALNUT CREEK, CA 94596-2781

(925) 939-3333

PAGE 1

SERVICE ADVISOR: 126 JIM YARED

COLOUR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TA
BLUE	98	VOLVO S70T5A	YV11LS5376W2516917		40096/40096	T693
IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO-NO.	PAYMENT	INV. DATE
			17:00 29JUN01		CASH	29JUN2001
R.O. OPENED	READY	OPTIONS: DLR:5520 ENG:T5 1)R: 3533 2)GREGORY AT				
08:05 29JUN01	12:05 29JUN01					

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

A PER CUSTOMER VERY INTERMITTENTLY CAR SLOWS DOWN ON FREEWAY FOR ABOUT 10 SECONDS AND THEN PICKS BACK UP AGAIN. THIS IS THE FIRST TIME THE CUSTOMER HAS INFORMED LAWRENCE VOLVO OF THIS INTERMITTENT SYMPTOM. CUSTOMER UNABLE TO DEMONSTRATE THIS SYMPTOM.

S120 DRIVABILITY
35 CV

0.00 0.00

MEMO ONLY. CUSTOMER UNABLE TO DEMONSTRATE SYMPTOM.


B PER CUSTOMER THE WIPER INTERMITTENT FUNCTION IS INOP. CHECK OUT AND REPORT. SOP

S122 CHASSIS ELECTRICAL
35 CV

0.00 0.00

CHECKED WIPER SWITCH. INTERMITTENT FUNCTION BEGAN TO WORK AND NOW CONTINUES TO WORK.



	ORIGINAL ESTIMATE:	AUTHORIZED REVISED ESTIMATE:	DESCRIPTION	TOTALS
	<i>Nic</i>		LABOR AMOUNT	0.00
			PARTS AMOUNT	0.00
			045 OIL LUBE	0.00
			SALES TAX	0.00
			MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
			LESS ADJUSTMENTS	0.00
			SALES TAX	0.00
			PLEASE PAY THIS AMOUNT	0.00

LAWRENCE VOLVO SUPPORTS A CLEANER ENVIRONMENT WITH A COMPREHENSIVE RECYCLING AND HAZARDOUS WASTE DISPOSAL PROGRAM.

I ACKNOWLEDGE RECEIVING SERVICE AND HAVE RECEIVED A COPY OF THIS INVOICE

CUSTOMER SIGNATURE: 

CUSTOMER C/P

BAR # AA115026 EPA # CAD 982455536

Fax from Volvo Finance 1018 5965

RECEIVED
MAY 4 2001

April 3, 2001



Volvo Finance North America, Inc.
Customer Service Department
1700 Jay EM Drive
Richardson, Texas 75081

CUSTOMER RELATIONS

To Whom It May Concern:

We want to begin by saying we had always dreamed of owning a Volvo. Our dream came true. We drove out of the showroom at Continental Volvo in 1998 Volvo S70 T5. We placed \$5,000 down and agreed to monthly payments of \$59.00 over the term of our lease, we will have paid to Volvo Finance we \$29,000. Our desire was to purchase our Volvo upon expiration of the lease. We have had numerous problems with our Volvo and we will not be purchasing

4/18/1998
our
payments
over
adly, we
is vehicle.

We have invoices pertaining to all of the below-mentioned dates.

On 4/18/1998, the day we picked up our vehicle, the battery was dead. The battery was replaced. Continental Volvo.

attery was

On 10/15/1999, the vehicle was taken in due to the Check Engine light being on. Determination was made as to the problem. Continental Volvo.

No

On 4/10/1999, the vehicle was taken in due to the Check Engine light being on. Determination was made that there was a fuel system leak. The gas tank was replaced as the second gas tank on this vehicle. Continental Volvo.

replaced

On 9/10/1999, the vehicle was taken in due to the door lock on the passenger side being broken. The door could only be un-locked manually. The locking mechanism was replaced. Continental Volvo.

side being
was

On 10/15/1999, the vehicle was taken in due to the Check Engine light being on. Determination was made that there was a fuel system leak. The gas tank was replaced as the second gas tank on this vehicle. Continental Volvo.

was

On 11/24/1999, the vehicle was taken in due to the Check Engine light being on. Determination was made that there was a fuel system leak. The EVAP Valve was replaced. On 11/29/1999, the vehicle was returned to us. McKevitt Volvo purchased Continental Volvo.

On 11/29/1999, the vehicle was taken in due to the front speaker not working. The speaker was replaced. Continental Volvo.

On 12/09/1999, the vehicle was taken in due to the Check Engine light being on. Determination was made that there was a fuel system leak. The gas tank was replaced. This was the third gas tank on this vehicle in less than one year. On 12/20/1999, the vehicle was returned to us. McKevitt Volvo.

On 1/28/2000, the vehicle was taken in due to stalling. No determination was made as to the problem. We were told to keep the gas tank always full. McKevitt Volvo.

On 6/6/2000, the vehicle was taken in due to stalling. No determination was made as to the problem. The Service Advisor at McKevitt Volvo, Phil Torres, was rude and condescending. The Service Advisor stated that the digital display should be ignored and that the fuel gauge should be used to determine fuel level. The stalling problem has not been corrected. We decided that McKevitt Volvo was not worthy of our continued business.

On 8/25/2000, the vehicle was taken to Lawrence Volvo due to the four door panel inserts bubbling. The panels have custom wood trim added by Continental Volvo. Recommendation was made to replace the panels under the factory warranty. Lawrence Volvo was excellent. The panels were ordered.

On 8/28/2000, the vehicle was taken in due to the engine making a complete stop when trying to start the engine. The ignition system was replaced. Lawrence Volvo.

On 12/20/2000, we were informed that the panels had arrived. However, we were informed that we needed to return to the selling dealer for replacement.

On 1/18/2001, the vehicle was taken to McKevitt Volvo. After a discussion, McKevitt Volvo agreed to order new panels since they do not work with the engine system.

On 2/22/2001, we were informed that we needed to take the vehicle back in. We were informed that McKeivitt did not know what types of panels were r
order.

the Dealer.
ded to be

On 2/27/2001, McKeivitt informed us that replacement of the panels could not be guaranteed due to the panels having wood trim. We were also told that the person who had applied the wood trim was no longer in business. McKeivitt Volvo told us they did not have anyone who could install the panels. As of this date, we have not heard from McKeivitt Volvo.

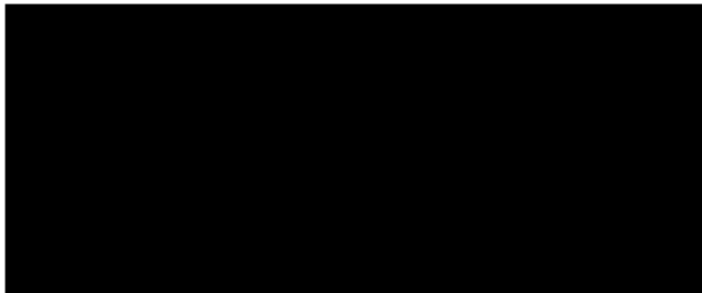
be
ailer who
they did
rd from

These are not the major problems we have had with our Volvo. We have had smaller problems, but they are too numerous to be added into this letter.

had smaller

We have made a great financial investment in our Volvo. We feel that it is unwarranted to penalize us financially for the problems this vehicle has incurred. We feel cheated. We would like another Volvo S70 T5 to replace the Volvo we currently lease. Also, all of the payments made so far should be credited toward a new lease.

fair and
ed. Frankly,
a currently
ease





RECEIVED
OCT 7 2002

October 2, 2002

Volvo Cars of North America
Customer Support
P.O. Box 914
Rockleigh, New Jersey 07847-0914

CUSTOMER RELATIONS

To Whom It May Concern:

In October 1997, we bought a 1998 Volvo S-70 through the Overseas Purchase Program in Kaiserslautern Germany. We were pleased with the level of service we received from the dealer in Kaiserslautern and the arrangements Volvo made to bring us to Sweden and pick-up our car. All in all, it was a very good experience. Up until very recently, we were satisfied with the performance of our Volvo. However, recent repairs have caused some concern.

In 2000, the military moved us to San Antonio TX. We now take our Volvo to the Volvo Center in San Antonio for scheduled and unscheduled maintenance. In the past months, we have had some problems with our car that seem very unusual considering the age of the car.

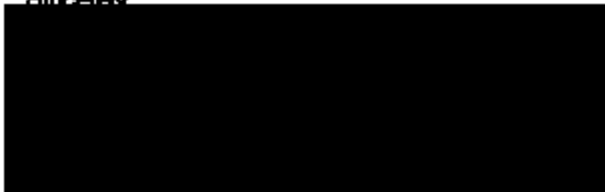
First, in November 2001, the car was diagnosed with a cracked fuel tank that was causing a vacuum leak. As a result, the service engine light came on and off. Repair costs for this problem was \$673.09. It doesn't seem right to me that a four-year-old car with 58,700 miles should have a cracked fuel tank.

Last month, we needed new brakes. While replacing the brakes, the service center found the right front engine mount had collapsed and the right front strut mount was cracked. Together, they would cost about \$315 to fix. Is it normal for strut and engine mounts to crack or collapse on a five year old car with 67,302 miles? I would think that it would take hitting very deep pothole to cause this type damage. Again, it doesn't seem right that normal wear and tear would cause the mounts or fuel tank to have these problems.

I would appreciate some insight to these problems. Are they something we should have expected from our car or they out of the ordinary? Have other 1998 Volvo S-70s had these problems? I truly enjoy driving and riding in our Volvo and have often thought of buying another. However, these types of problems make me question the reliability of my car.

Appreciate your time and look forward to a response.

Sincerely,





PORSCHE

VOLVO

PORSCHE - VOLVO CENTER

JASON HENDREN

1226 NORTHEAST LOOP 410 • SAN ANTONIO, TEXAS 78209 • (210) 634-3

DATE	DATE READY	WORK ORDER	VEHICLE IDENTIFICATION	PLATE NO.	PRICE	DATE	DATE
16NOV01	23NOV01		YV1LS5674W1478864	1478864			23NOV01 1005
AGE IN	TIME READY	YEAR	MAKE MODEL	PRICE	DATE	DATE	DATE
08:50	18:20	1998	VOLVO S70	74.50	060CT97	362	
RELEASE #	W/CLAMP #	ORDER #	INVOICE # AND/OR COMMENTS LOCATION				
58740	58768	J92ZKC					

CUSTOMER STATES THE GREEN ENGINE LIGHT IS BACK ON- SEE FILE				
20 FOUND THE FUEL TANK LEAKING VACUUM AND REPLACED				
	335 CV	2.00	149.00	149.00
1	9180648 902341 FUEL TANK		357.00	357.00
1	FRT		7.50	7.50
1	9447141 402349 GASKET		3.69	3.69
1	9447142 202349 GASKET		3.26	3.26
1	0020 CLAMP		0.90	0.90
1	1264792 108559 PLUG		0.75	0.75
SUBL GAS				
	PO#27287			
	CV		15.65	15.65
B FREE 40 POINT INSPECTION 40PT COMPLETED				
	335 CV	0.20	0.00	0.00
C** LABOR CREDIT FOR PREVIOUS REPAIRS 0 COMPLETED				
	335 IV	3.00		(N/C)
1	9142658 502334 FUEL FILTER			(N/C)

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

AUTHORIZATION FOR REPAIRS
 I hereby authorize the repair and maintenance work to be performed on the vehicle described herein and I understand that I am responsible for the cost of the work. I understand that the work will be performed in accordance with the manufacturer's recommendations and I understand that the work will be performed in accordance with the terms of the warranty. I understand that the work will be performed in accordance with the terms of the warranty. I understand that the work will be performed in accordance with the terms of the warranty.

CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES
 Any warranties on the parts and accessories used herein are made by the manufacturer. The undersigned purchaser understands and agrees that under no circumstances shall the undersigned be held responsible for any damage to the vehicle or any other property of the customer or any other person. The undersigned purchaser understands and agrees that the undersigned shall be held responsible for any damage to the vehicle or any other property of the customer or any other person. The undersigned purchaser understands and agrees that the undersigned shall be held responsible for any damage to the vehicle or any other property of the customer or any other person.

IN CONSIDERATION OF THE SERVICES TO BE PERFORMED ON THE CUSTOMER'S VEHICLE, THE CUSTOMER AGREES THAT PORSCHE VOLVO CENTER WILL NOT BE RESPONSIBLE TO THE CUSTOMER FOR LOSS OR DAMAGE TO THE CUSTOMER'S CAR OR TO ANY ARTICLES LEFT IN THE VEHICLE. AN AFFIDAVIT OF THE LOSS OF THE VEHICLE WILL BE OBTAINED BY THE CUSTOMER.

VOLVO CENTER

1328 N.E. Loop 410
 San Antonio, Texas 78209
 Phone: (210) 824-3214 Fax: (210) 824-7684
 www.volvocenter.com

SERVICE ADVISOR **EDDIE AGUILAR**

DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	SUBST. NO.	TAX NO.	P.C. NO.	DATE	SALES NO.
7SEP02	27SEP02		YV1L85674W1478864	1478864		27SEP02	110950
TIME IN	TIME READY	YEAR	MAKE & MODEL	LICENSE NO.	SALES TAX	SALES	SALES
09:14	14:23	98	VOLVO S70	945-0255	74.50	06OCT97	323 323
SALES IN	SALES OUT	LICENSE NO.					
67298	67302	J92ZMC					

CUSTOMER STATES BRAKES ARE PULSATING			
50 REPLACED FRONT BRAKE PADS AND ROTORS AND REAR BRAKE PADS			
	314CVD10	3.00	201.15
1	272463 105125 BRAKE PAD KIT	46.72	46.72
1	272272 605129 SERVICE KIT	9.25	8.32
1	2420 BRAKE CLEAN	4.95	4.45
2	271788 205112 BRAKE DISC KIT	108.00	108.00
1	9485553 905115 BRAKE PAD KIT	69.31	69.31
CUSTOMER REQUEST CHECK ANTENNA			
30 NEEDS ANTENNA MAST CUSTOMER DECLINED REPAIR			
	314 CV	0.00	0.00
CUSTOMER REQUEST RESET SERVICE LIGHT			
0 RESET LIGHT			
	314 CV	0.00	0.00
CUSTOMER STATES CENTER CONSOLE LIGHT IS OUT			
30 REPLACED BULB			
	314CVD10	0.60	40.23
1	1363149 403543 LAMP		

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DISCLAIMER OF WARRANTIES
 ANY WARRANTIES ON PRODUCTS SOLD HEREBY ARE THO MADE BY THE MANUFACTURER. VOLVO CENTER EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT A LIABILITY IN CONNECTION WITH THE SALE OF SUCH PRODUCTS.

IN CONSIDERATION FOR THE SERVICES TO BE PERFORMED THE CUSTOMER'S VEHICLE, THE CUSTOMER AGREES TO VOLVO CENTER WILL NOT BE RESPONSIBLE TO THE CUSTOMER FOR LOSS OF OR DAMAGE TO THE CUSTOMER'S VEHICLE, OR ANY ARTICLES LEFT IN THE VEHICLE, AS A RESULT OF A CAUSE BEYOND THE CONTROL OF VOLVO CENTER. CUSTOMER HAS READ AND UNDERSTANDS THIS PROVISION.

I hereby authorize Volvo Center to supply all parts, labor and other services necessary or appropriate to correct the conditions and/or satisfy maintenance requirements described in this order. I also grant Volvo Center and its employees permission to borrow the vehicle on street, highway or elsewhere for the purpose of testing and/or inspection. As a Volvo Center customer, I am hereby acknowledged on the vehicle to ensure the vehicle repair status.

AGREEMENT TO ARBITRATE
 Any controversy or claim arising out of or relating to the repair work and/or service, including parts, labor and other services to be supplied pursuant to this order shall be referred to and resolved by arbitration in San Antonio, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by the arbitrator named in any award having jurisdiction over and binding method of resolution of any claim or controversy between the customer and the Volvo Center. The arbitrator's decision shall constitute a final and binding decision of the parties.

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.608, IF PAYMENT FOR THE REPAIR OF MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, CASHONHOLD BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

PAID
 SEP 27 2002

MIC

DB

VOLVO CENTER

1328 N.E. Loop 410
San Antonio, Texas 78209
Phone: (210) 824-3214 Fax: (210) 824-7564

www.volvocenter.com

SERVICE ADVISOR **EDDIE AGUILAR**

DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	EXT. NO.	TRK. NO.	R.D. NO.	INVOICE DATE	INVOICE NO.
7SEP02	27SEP02		YVLS5674W1478864	1478864		27SEP02	110950
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	DAY	MONTH	YEAR
09:14	14:23	98	VOLVO S70		74.50	06	OCT97
WARRANTY NO.	WARRANTY EXT.	WARRANTY NO.					
67298	67302	J92ZMC					

SOCKET	7.59	6.83	6.83
FREE 40 POINT INSPECTION 40PT COMPLETED			
314C40PT	0.20	0.00	0.00
CUSTOMER PAY SHOP SUPPLIES FOR REPAIR ORDER			9.66

VOLVO

* PRE-INVOICE **

DESCRIPTION	AMOUNT
LABOR AMOUNT	241.38
PARTS AMOUNT	351.63
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	9.66
TOTAL CHARGES	602.67
LESS INSURANCE	0.00
SALES TAX	27.59
PLEASE PAY THIS AMOUNT	630.36

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. VOLVO CENTER EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SUCH PRODUCTS.

IN CONSIDERATION FOR THE SERVICES TO BE PERFORMED ON THE CUSTOMER'S VEHICLE, THE CUSTOMER AGREES THAT VOLVO CENTER WILL NOT BE RESPONSIBLE TO THE CUSTOMER FOR LOSS OF OR DAMAGE TO THE CUSTOMER'S VEHICLE, OR ANY ARTICLES LEFT IN THE VEHICLE, AS A RESULT OF ANY CAUSE BEYOND THE CONTROL OF VOLVO CENTER. THE CUSTOMER HAS READ AND UNDERSTANDS THIS PROVISION.

I hereby authorize Volvo Center to supply all parts, labor and other services necessary or appropriate to correct the malfunctions and/or safety deficiencies mentioned in this order. I also grant Volvo Center and its employees permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount payable thereon.

AGREEMENT TO ARBITRATE
Any controversy or claim arising out of or relating to this order shall be referred to arbitration before one arbitrator in San Antonio, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereover. Arbitration shall be the exclusive, final and binding method of resolution of any claim or controversy between the customer and the Volvo Center and must be initiated within 180 days after the date of the order or controversy first arises. Failure to timely initiate arbitration shall constitute a waiver of the claim or controversy.

X

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.808, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE CHECK OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BECOME CLOSED.

Person Responsible or Agent for Person Responsible for Payment



PORSCHE VOLVO

PORSCHE - VOLVO CENTER

1326 Northeast Loop 410 • San Antonio, Tx. 78209 • (210) 824-3214

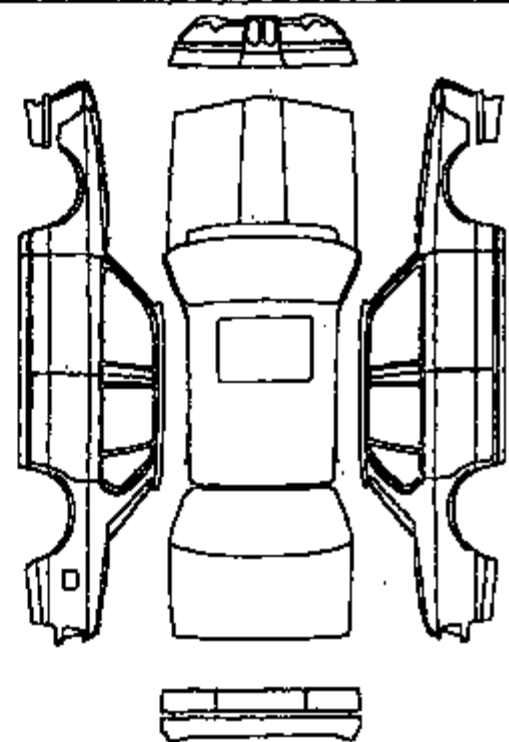
40 POINT VEHICLE INSPECTION

We performed the following
FREE inspection on your vehicle

**PREVENTIVE MAINTENANCE
IS LESS COSTLY THAN REPAIRS**

CUSTOMER NAME	PHONE (WORK)	YEAR	MODEL
[REDACTED]		88	570 W148
ADDRESS	PHONE (HOME)	LICENSE #	COLOR
CITY, STATE, ZIP		MILEAGE	DELIVERY DATE

ITEMS	OK	NO	NOTES
1. Brake performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Transmission shifting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Acceleration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Instruments, horn, wipers / washers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Heating and air conditioning performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Seat belts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. Other	<input type="checkbox"/>	<input type="checkbox"/>	
9. Engine oil level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Brake and clutch hydraulic fluid level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Coolant level and antifreeze protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. Power steering fluid level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. Automatic transmission fluid level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Battery electrolyte level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15. Windshield washer fluid level	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Condition of coolant hoses and clamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Condition and adjust of v-belts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18. Visual inspection of timing belt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
19. Ignition system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
20. Idle speed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
21. Co / Hc, injection system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
22. Other	<input type="checkbox"/>	<input type="checkbox"/>	
23. Oil leaks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
24. Fluid / coolant leaks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
25. Brake hydraulic lines, visual inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
26. Fuel leaks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
27. Exhaust system, leaks and mounting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
28. Engine / transmission mounts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
29. Suspension and shock absorbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30. Steering components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
31. Drive shaft	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
32. Underbody condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
33. Brake linings, condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replaced
34. Tire pressure and condition, including spare	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
35. Other	<input type="checkbox"/>	<input type="checkbox"/>	
36. Operation of all lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
37. Body, paint, trim, and glass (use diagram on right)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
38. Check antenna operation and clean antenna mast	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
39. Operation of central locking system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
40. Other	<input type="checkbox"/>	<input type="checkbox"/>	



Show damage location above with codes:

- X Stone damage
- Dent
- △ Scratch
- ▣ Collision damage
- Undercoating damage (explain in remarks)

[REDACTED] 9-27-08



PORSCHE

VOLVO

PORSCHE - VOLVO CENTER

Antonio, Texas 78209 * (210) 824-3214

NAME _____
 ADDRESS _____

DATE 9-27-02
 PHONE # _____
 DATE WANTED _____

YEAR	MODEL	COLOR	MAKE OF CAR	BODY TYPE	LICENSE NO.	VIN	ENGINE NO.	MILEAGE
98	570		VOLVO	Sedan		W1478864		17998
REPAIR	REPLACE	DESCRIPTION				LABOR	PARTS & MATERIALS	SUBLET WORK
①	Yes	ⓔ Brake pads & rotors, pads worn & rotors picked & warped. Pads at 70-80mm. Rotors worn below spec.				200	49.50 108.00 72 450	435.00
425	ⓓ	ⓓ Brake pads at 25-30mm worn				100	55.00	145.00
②	NO	*Sulphur Mist on comp middle section struts due to being unused.				050	45.00	85.00
③	Yes	Center console bulb for shifter burnt.				060	7.00	42.00
④	NO	R/F str. mount collapsed.				100	90.00	165.00
⑤	NO	R/F strut mount cracked				150	38.00	151.00
TOTALS								1028.00
						LABOR		
						PARTS AND MATERIALS		
						SUBLET WORK		
						TAX		
						GRAND TOTAL		

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS AND LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS STARTED, WEARN OR DAMAGED PARTS WHICH ARE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES. PARTS PRICES SUBJECT TO CHANGE WITHOUT NOTICE. THIS ESTIMATE IS FOR IMMEDIATE ACCEPTANCE.

THIS WORK AUTHORIZED BY _____