



Timothy J. Nalepka
Senior Vice President & General Counsel

Direct Line: (847) 285-2085
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November 6, 2009

BY EMAIL AND BY OVERNIGHT DELIVERY

NOV 10 2009
ODI cab

National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Attention: Richard Boyd, Chief
Medium and Heavy Duty Vehicle Division
Office of Defects Investigation

Re: NVS-214SJM
PE09-043

Dear Mr. Boyd:

This letter and enclosures will serve as Motor Coach Industries International, Inc.'s response to your September 30, 2009 letter in the above matter. Please note that this response has been redacted to remove MCI's confidential business information, which has been submitted to NHTSA's Office of Chief Counsel in accordance with your letter and applicable regulations.

1. State, by model year, and model, the number of subject vehicles MCI has manufactured for sale or lease in the United States and provide a complete listing of all the owners by Model year, owners name and address, Vehicle Identification Number (VIN), and any other contact information, such individual email addresses.

Provide the table in Microsoft Access 2000, or a compatible format, entitled "PRODUCTION DATA."

RESPONSE: The requested data constitute MCI Confidential Business Information. MCI has therefore submitted to NHTSA's Office of Chief Counsel an unredacted version of the PRODUCTION DATA worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)". The source of the data provided was MCI's MRP system, and the data were last gathered on or about October 27, 2009.

2. State, by model year, and model, the total number of each of the following, received by MCI, or of which MCI is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles. Provide a copy of each such claim:
 - a. Consumer complaints, including those from fleet operators;
 - b. Field reports, including dealer field reports;



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- c. Reports involving a crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by the alleged defect in a subject vehicle;
- d. Property damage claims;
- e. Third-party arbitration proceedings where MCI is or was a party to the arbitration; and
- f. Lawsuits, both pending and closed, in which MCI is or was a defendant or codefendant.

For subparts "a" through "d," state the total number of each item (e.g., consumer complaints, field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and MCI's assessment of the problem, with a summary of the significant underlying facts and evidence. For items e and f, 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.

RESPONSE: A portion of the requested data constitutes MCI Confidential Business Information. MCI has therefore submitted to NHTSA's Office of Chief Counsel an unredacted version of the REQUEST NUMBER TWO DATA worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)", as well as unredacted versions of the field reports and consumer complaints referenced therein. The sources of the data provided were MCI's New Service Tracking database, TREAD Act reports and supporting data, and lawsuit and incident files, and the data were last gathered on or about November 4, 2009.

3. Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:
 - a. MCI's file number or other identifier used;
 - b. The category of the item, as identified in Request No. 2 (i.e., consumer complaint, field report, etc.);
 - c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
 - d. Vehicle's VIN;
 - e. Vehicle's make, model, and model year;
 - f. Vehicle's mileage at time of incident;
 - g. Incident date;
 - h. Report or claim date;
 - i. Whether there was a thermal event;
 - j. Number of alleged injuries, if any;
 - k. Number of alleged fatalities, if any;
 - l. Summary description of the complaints; and,



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- m. MCI' opinion/assessment of the incidents. Provide a copy of the claim or repair order, any/all field reports and any documents related to or produced by MCI during their evaluation of this issue.

Provide this information in Microsoft Access 2000, or a compatible format, entitled "REQUEST NUMBER THREE DATA."

RESPONSE: A portion of the requested data constitutes MCI Confidential Business Information. MCI has therefore submitted to NHTSA's Office of Chief Counsel an unredacted version of the REQUEST NUMBER THREE DATA worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)". The sources of the data provided were MCI's New Service Tracking database, TREAD Act reports and supporting data, and lawsuit and incident files, and the data were last gathered on or about November 4, 2009.

4. State, by model year, and model, a total count for all of the following categories of claims, collectively, that have been paid by MCI to date that relate to, or may relate to, the alleged defect in the subject vehicles:
 - a. Warranty claims;
 - b. Extended warranty claims;
 - c. Claims for good will services that were provided;
 - d. Field, zone, or similar adjustments and reimbursements; and
 - e. Warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

RESPONSE: A portion of the requested data constitutes MCI Confidential Business Information. MCI has therefore submitted to NHTSA's Office of Chief Counsel an unredacted version of the REQUEST NUMBER FOUR DATA worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)". The source of the data provided was MCI's warranty records, and the data were last gathered on or about November 4, 2009.

5. Separately, for each such claim, state the following documentation/information:
 - a. MCI's claim number;
 - b. Vehicle owner or fleet name (and fleet contact person) 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, was there a thermal event;



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- k. Provide a copy of any related document including the claim or repair order;
- l. Comment, if any, by dealer/technician relating to claim and/or repair; and
- m. MCI's assessment.

Provide this information in Microsoft Access 2000, or a compatible format, entitled "WARRANTY DATA."

RESPONSE: A portion of the requested data constitutes MCI Confidential Business Information. MCI has therefore submitted to NHTSA's Office of Chief Counsel an unredacted version of the WARRANTY DATA worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)". The source of the data provided was MCI's warranty records, and the data was last gathered on or about November 4, 2009.

6. Describe in detail the search criteria used by MCI to identify the claims identified in response to Request No. 2 and No. 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by MCI on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that MCI offered for the subject vehicles and state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.

RESPONSE: Please see the "REQUEST NUMBER SIX DATA" worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)", and the other documents attached hereto at Tab 6. The sources of the data provided were MCI's New Service Tracking database, warranty records, MCI's Agreement to Purchase form of new coach limited warranty, TREAD Act reports and supporting data, and lawsuit and incident files, and the data were last gathered on or about November 4, 2009.

7. Describe how MCI first became aware of the alleged defect and state the date on which MCI first became aware of the possibility of the alleged defect. Provide a detailed chronology of all known wiring chafing incidents regarding the subject defect, starting from the time MCI first became aware of this issue to present. Include all information and provide a copy of any document used at any internal/external meeting(s), meetings with the part supplier, or other manufacturers.

RESPONSE: MCI received an oral report from a customer that on January 5, 2009, the customer had observed damage to the electrical cable assembly between the starter motor and the stud block located on the vehicle bulkhead on the customer's 2007 MCI



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D4505 coach. The customer further advised that the damage had been caused by the cable clamp that is mounted to a bracket attached to the transmission mount approximately half way along the cable span. The initial problem reported by the bus driver to the customer was that the coach would not start. The customer's inspection of the starting circuit found that the chafed starter cable was the cause of the engine not starting. The customer inspected its other coaches and found that three more units had chafed starter cables at the same cable span location. The four coaches with the starter cable chafing were 2007 MCI D4505 models with unit numbers 57701, 57702, 57706, and 57709. MCI had delivered those four coaches to the customer between December 14 and 15, 2006. None of the coaches with chafed starter cables showed any arcing or other thermal effects of the cables or the surrounding areas.

Subsequent investigation of three of the four starter cable assemblies returned to MCI found that the split spiral loom over the cable insulation had been chafed through to the cable insulation. On two of the three cables, the cable insulation had also been chafed through, exposing the copper electrical conductors to the plastic cable clamp. On one of those two cables, the plastic cable clamp had also chafed through most of the starter cable wire strands, and is the cable presumed to have caused the engine non-starting issue. The chafing of all three returned cables had occurred approximately mid-span of the cable assembly at the location where a plastic cable support clamp is used to support the cable assembly between the bulkhead terminal stud and engine starter stud. MCI determined that the cause of the chafing was due to the clamp on those coaches not clamping the cable assembly tightly enough to prevent movement between the cable clamp and the cable due to engine or road vibration.

MCI subsequently conducted random inspections of other D series coaches, and found two additional 2007 model D4505 units, VIN's 57541 and 57542, that had indications of starter cable chafing. The chafing occurred at the starter cable support clamp mounted by a bracket to the transmission mount in the same location as the initial coaches referred to in the first paragraph above. Coaches 57541 and 57542 were delivered to the customer on or about January 19, 2007 and December 29, 2006, respectively. Neither coach had any indication of arcing or thermal effects from the chafed starter cables.

On January 16, 2009, MCI initiated project number PR1-09-0001 to further investigate issues relating to reported failures involving the pre-2007 engine starter cable. As part of its investigation, MCI randomly inspected forty-four coaches between the unit range of 52269 (1999 model DL) and 57634 (2006 D 4500) for evidence of starter cable chafing, and none was found. The DL and the D4500/4505 units used the same installation of the starter cable. The inspection did reveal that two different cable clamps were being used to clamp the starter cable. One clamp was a single-bolt, 0.75 inside diameter, yellow clamp (part number 19-04-264) (referred to herein as the "Yellow Clamp"), which is the clamp listed in MCI's production bill of material for this installation. The other clamp



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observed during the inspections was a two-bolt, 0.88 inside diameter, black clamp (part number 19-04-298) (referred to herein as the "Black Clamp"). All starter cable chafing found to date has been on coaches that had the Black Clamp. MCI believes that customers may have substituted the Black Clamp for the specified Yellow Clamp during maintenance of the engine starter and starter cable, as the Black Clamp is used elsewhere on the coach to support the alternator cable.

As part of the installation design of the EPA 2007 engine release, MCI improved the starter cable assembly to use a higher flex starter cable and a smooth loom over the cable insulation, thus replacing the split spiral loom. MCI changed to the higher flex insulated cable to reduce the loading into the starter cable terminal and the clamping. Due to the change in the loom over the insulated cable, MCI also changed the cable clamp to properly clamp the cable assembly.

In light of the few incidents involving starter cable chafing resulting from aftermarket use of the Black Clamp, MCI subsequently decided to release a new starter cable installation design for aftermarket service on pre-2007 engine D series coaches equipped with the DDC series 60 engine. The new starter cable installation is similar to the design used for the 2007 engine installation, with the differences driven by the change in the starter used on the 2007 engine installation design. The cable material, loom, and clamping are equivalent for both the 2007 and the new pre-2007 engine installation.

Accordingly, MCI issued on July 21, 2009, a product improvement service bulletin (SB 3014) to remind owners to thoroughly inspect starter cables for chafing or other damage every 6000 miles or engine oil change, whichever occurs first, and apprising owners of existing coaches of the availability of the new starter cable design for the pre-2007 DDC engine installation should replacement be required. MCI believes that proceeding in this fashion was appropriate given the small number of reported incidents among the thousands of affected coaches in the field, that MCI had not discovered or received reports of any chafing incidents involving coaches containing the factory-specified Yellow Clamp starter cable assembly design, and the fact that early signs of cable chafing resulting from any other instances of aftermarket use of the Black Clamp would be readily apparent to coach operators performing required maintenance prior to the cable posing a fire hazard.

Please see the documents referenced in MCI's response to request 9.

8. Produce copies of any/all service bulletins, warranty, and other documents that relate to, or may relate to, the alleged defect in the subject vehicles, that MCI has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include



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the latest draft copy of any communication that MCI is planning to issue within the next 120 days. For each such document provide in responding to question 7 [sic], provide a detail explanation as to what precipitated the issuance of the service bulletin/document and its relevancy to the alleged defect.

RESPONSE: Please see the attached MCI Service Bulletin 3014, MCI's response to request 7 for the detailed explanation as to what precipitated the bulletin's issuance, and the documents referenced in MCI's response to request 9.

9. Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject vehicles that have been conducted, are being conducted, are planned, or are being planned by, or for, MCI. For each such action, provide the following information:
- Action title or identifier;
 - The actual or planned start and end date;
 - Brief summary of the subject and objective of the action;
 - Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
 - Brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

RESPONSE:

- The project identifier was PR1-09-0001, entitled "Clamp for Starter Cable", which MCI initiated as a result of the January 16, 2009 report and analysis of the failed starter cable installation on pre-2007 DDC engine installations.
- The start date for project PR1-09-0001 was January 16, 2009, and the project was closed on August 21, 2009.
- The subject and objective of project PRI-09-0001 was to resolve the issue found on units 57701, 57702, 57706, and 57709 reported on January 5, 2009, in which analysis of the parts indicated chafing of the starter cable insulation at the support clamp located midway between the starter connection stud and bulkhead connection stud.
- MCI's Engineering Department was responsible for conducting project PR1-09-0001.



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- e. **MCI's analysis of the three starter cables returned from the initial group of coaches (units 57701, 57702, 57706, and 57709) indicated that the starter cable conduit over the insulated cable had chafed through or worn as a result of the cable assembly being loose in the starter cable clamp located approximately midway between the bulkhead power stud and the DDC engine starter. The starter cable assembly was originally built with split spiral loom installed over the full length of the starter cable insulation. The subject three starter cables indicated that the portion of the loom running through the clamp had chafed through due to the clamp not adequately clamping tightly onto the convoluted conduit cable assembly. The lack of sufficient clamping permitted the cable conduit to chafe due to engine or road vibration between the plastic clamp and the conduit. After the conduit had chafed through, subsequent chafing of the starter cable insulation had occurred on two of the cables, exposing the copper conductors to the plastic support clamp. The plastic clamp had then chafed through most of the electrical conductors on one cable. Subsequent investigation found two additional D4505 coaches that had signs of chafing between the starter cable conduit and the clamp at the same location as the previously-described four units. There were no arcing or thermal indications observed on the three cables returned to MCI or the pictures provided to MCI relating to those coaches.**

As part of the project, MCI inspected forty-four coaches in customer service, between unit numbers 52269 (1999 model DL) and 57634 (2006 D 4500), for starter cable issues, and no starter cable issues were found. However, MCI did discover that two different inside diameter clamps were being used in service to support the starter cable. See response 7 for more detail on the starter cable clamp differences and definition of defined terms used herein. The Black Clamp had been used on all six coaches that MCI found to have starter cable chafing, which has a larger inside diameter and is different from the Yellow Clamp that MCI supplied when the vehicles were originally built.

Please see response 7 for further details regarding MCI's issuance of its product improvement Service Bulletin 3014.

The requested documents contain MCI Confidential Business Information. MCI has therefore submitted copies of the documents to NHTSA's Office of Chief Counsel. The source of the data provided was MCI's Engineering Department, and the data were last gathered on or about October 25, 2009.

10. Describe all modifications or changes made by, or on behalf of, MCI from the start of production to date, which relate to, or may relate to, the alleged defect in the subject vehicles. For each such modification or change, provide the following information:



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- a. The date or approximate date on which the modification or change was incorporated into vehicle production;
- b. A detailed description of the modification or change;
- c. The reason (s) for the modification or change;
- d. The part numbers (service and engineering) of the original component;
- e. The part number (service and engineering) of the modified component;
- f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;
- g. When the modified component was made available as a service component; and
- h. Whether the modified component can be interchanged with earlier production components.

Also, provide the above information for any modification or change that MCI is aware of which may be incorporated into vehicle production within the next 120 days.

RESPONSE: Please see the "REQUEST NUMBER TEN DATA" worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)", which has been redacted to remove certain confidential business information. Also, the requested documents contain MCI Confidential Business Information. MCI has submitted an unredacted version of the worksheet and documents to NHTSA's Office of Chief Counsel. The source of the data provided was MCI's Engineering Department, and the data were last gathered on or about November 4, 2009.

11. State the number of each of the following that MCI has sold that may be used in the subject vehicles by component name, part number (both service and engineering/production), model, model year of the vehicle, and month/year of sale (*including the cut-off date for sales, if applicable*):
 - a. Replacement Alternator [Starter] Cable Kit for the Pre-2007 Engine;
 - b. Replacement Alternator [Starter] Cable Kit for 2007 EPA Engine
 - c. Any kits that have been released, or developed, by MCI for use in service repairs to the subject component/assembly; and
 - d. Any replacement part that have been released, or developed, by MCI for use in service repairs to the subject component/assembly.

For each component part number, provide the supplier's name, address, and appropriate point of contact (name, title, and telephone number). Also identify by make, model and model year any other vehicles of which MCI is aware that contain the identical component, whether installed in production or in service, and state the applicable dates of production or service usage.



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RESPONSE: Please see the **REQUEST NUMBER ELEVEN DATA** worksheet in the attached Excel spreadsheet entitled "MCI DATA RESPONSE TO PE09-043". The sources of the data provided were MCI's warranty records and the sales records of MCI's affiliate, MCI Service Parts, Inc., and the data were last gathered on or about November 4, 2009.

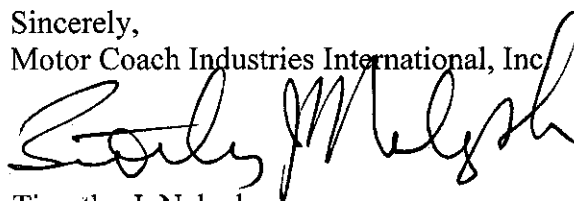
12. Furnish MCI's assessment of the alleged defect in the subject vehicle, including:
- Any causal or contributory factors;
 - The failure mechanism(s);
 - The failure mode(s);
 - The risk to motor vehicle safety that it poses;
 - What warnings, if any, the operator and the other persons both inside and outside the vehicle would have that the alleged defect was occurring; and
 - The reports discussed with your staff and related to this inquiry.

RESPONSE: Please see MCI's responses to requests 7 and 9. MCI does not believe that there is a risk to motor vehicle safety. As previously noted, normal required maintenance to be performed by coach owners will reveal any starter cable looseness or chafing long before either poses any risk of electrical arcing. This is borne out by the small number of reported incidents among the thousands of affected coaches being operated without reported incidents over a number of years.

13. Identify what action MCI intends to take in this matter.

RESPONSE: None, other than implementation of Service Bulletin 3014.

Please let me know if you should need any additional information.

Sincerely,
Motor Coach Industries International, Inc.


By: Timothy J. Nalepka

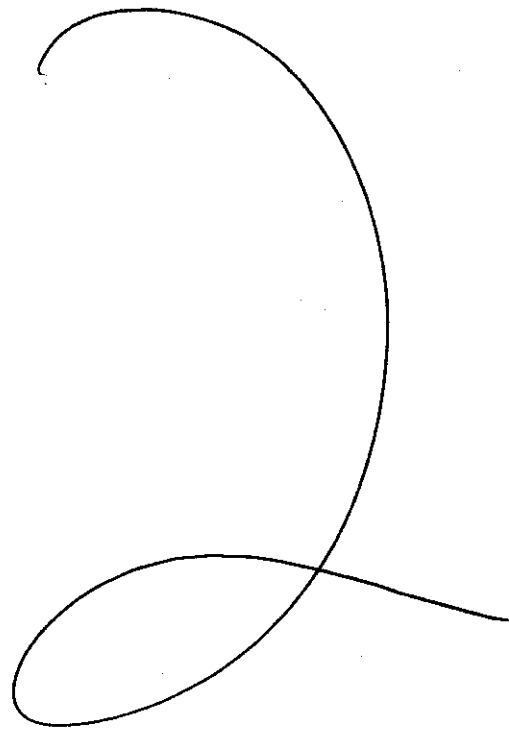
Attachments



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c: NHTSA Office of the Chief Counsel
(by overnight delivery, w/ two copies of attachments)





CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
REQUEST NUMBER TWO DATA

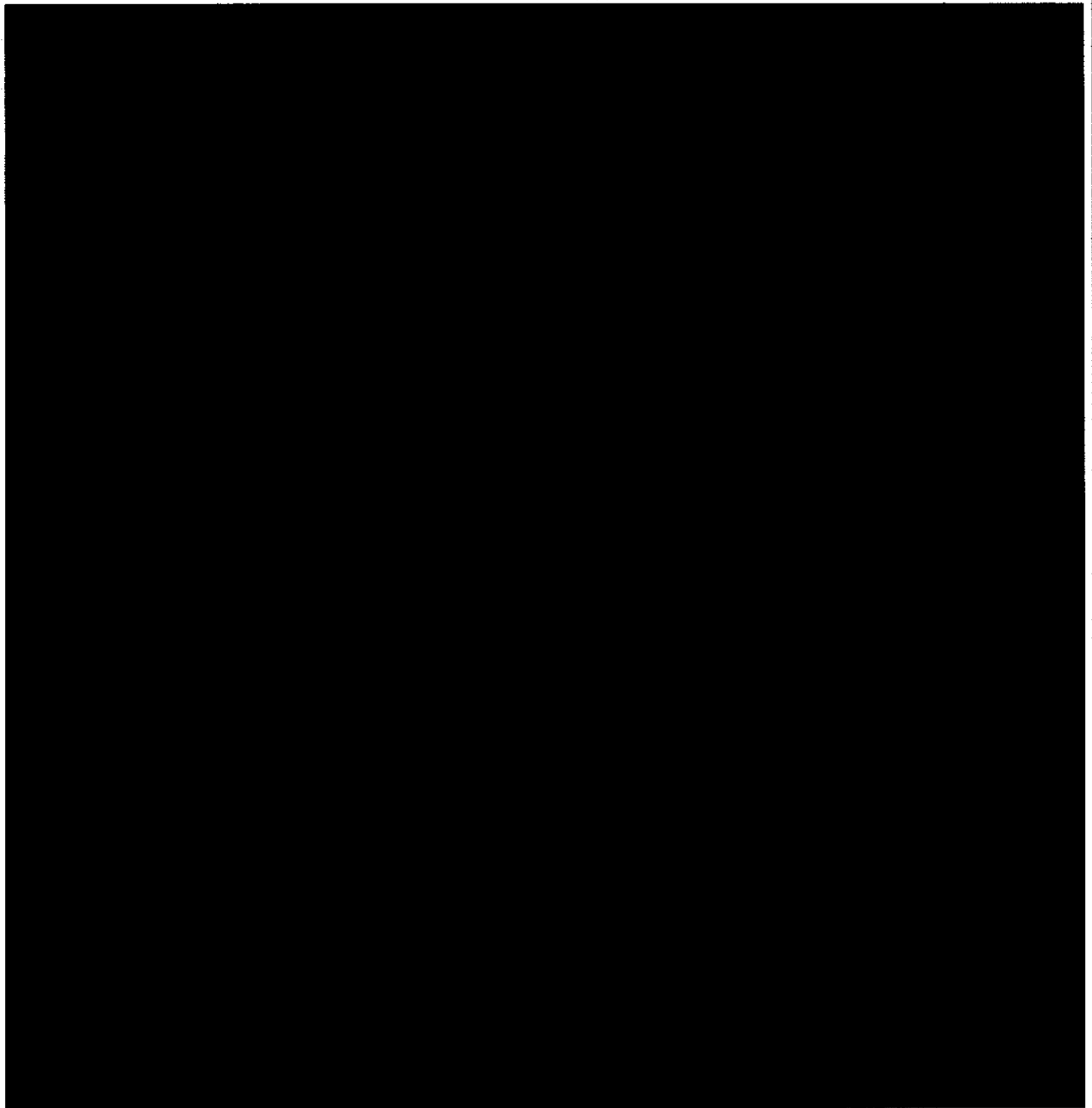
MODEL YEAR	MODEL	a. CONSUMER COMPLAINTS	b. FIELD REPORTS	c. INJURY/CRASH CLAIMS	d. PROPERTY DAMAGE CLAIMS	e. ARBITRATION PROCEEDINGS	f. LAWSUITS
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0
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REDACTED DATA

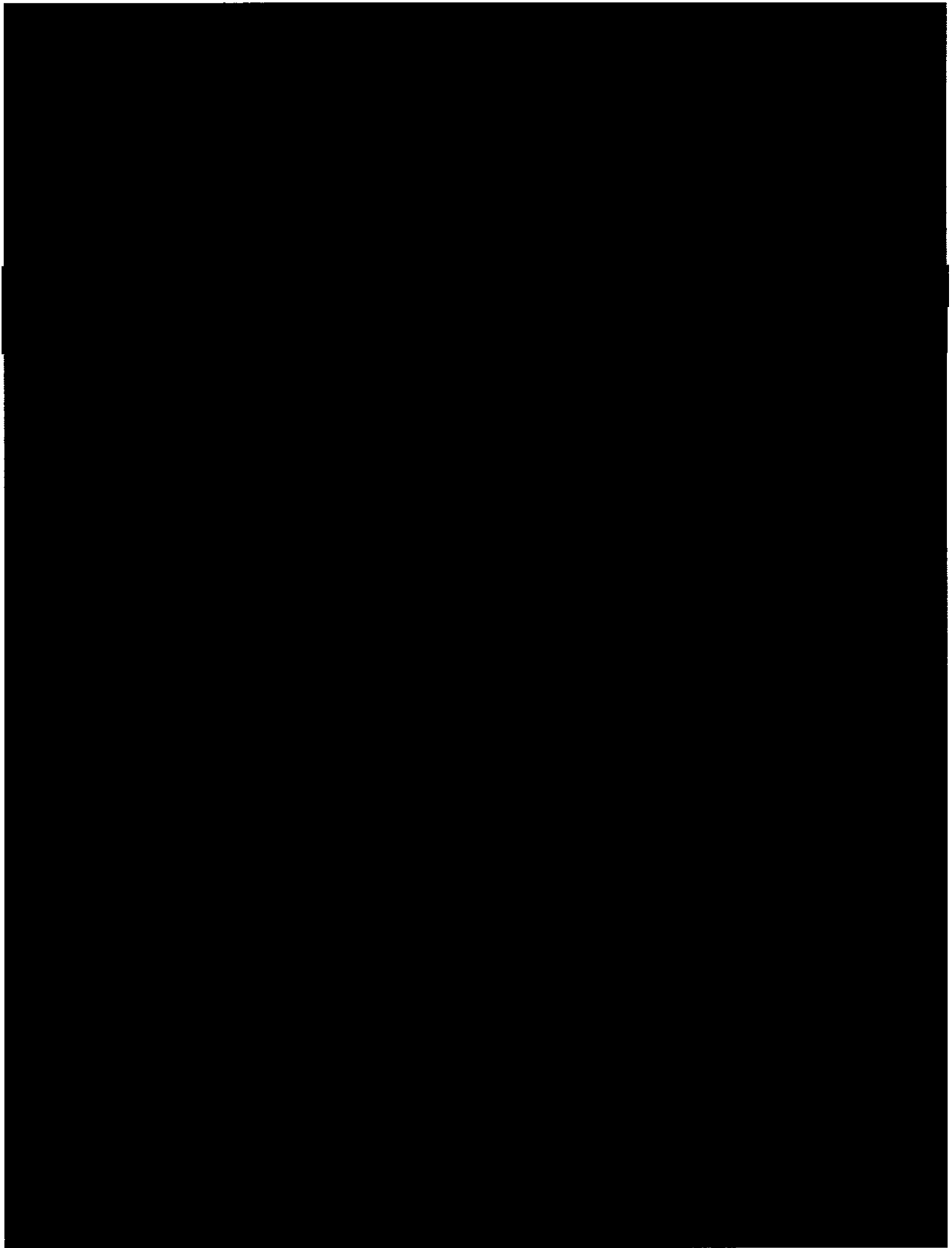
MODEL YEAR	MODEL	VIN	CATEGORY s, d, e, or f	SUMMARY DESCRIPTION OF THE ALLEGED PROBLEM AND CAUSAL AND CONTRIBUTING FACTORS	MCI'S ASSESSMENT OF THE PROBLEM	SUMMARY OF THE SIGNIFICANT UNDERLYING FACTS AND EVIDENCE	PARTIES TO THE ACTION	CAPTION	COURT	DOCKET NUMBER	FILING DATE
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

MCI SERVICE REPORT Report No: 5770120090106134540	Report Open 01/06/2009 Date: Report Closed Date:	Status: Assigned to escalation review Reported By: Richard Cunningham
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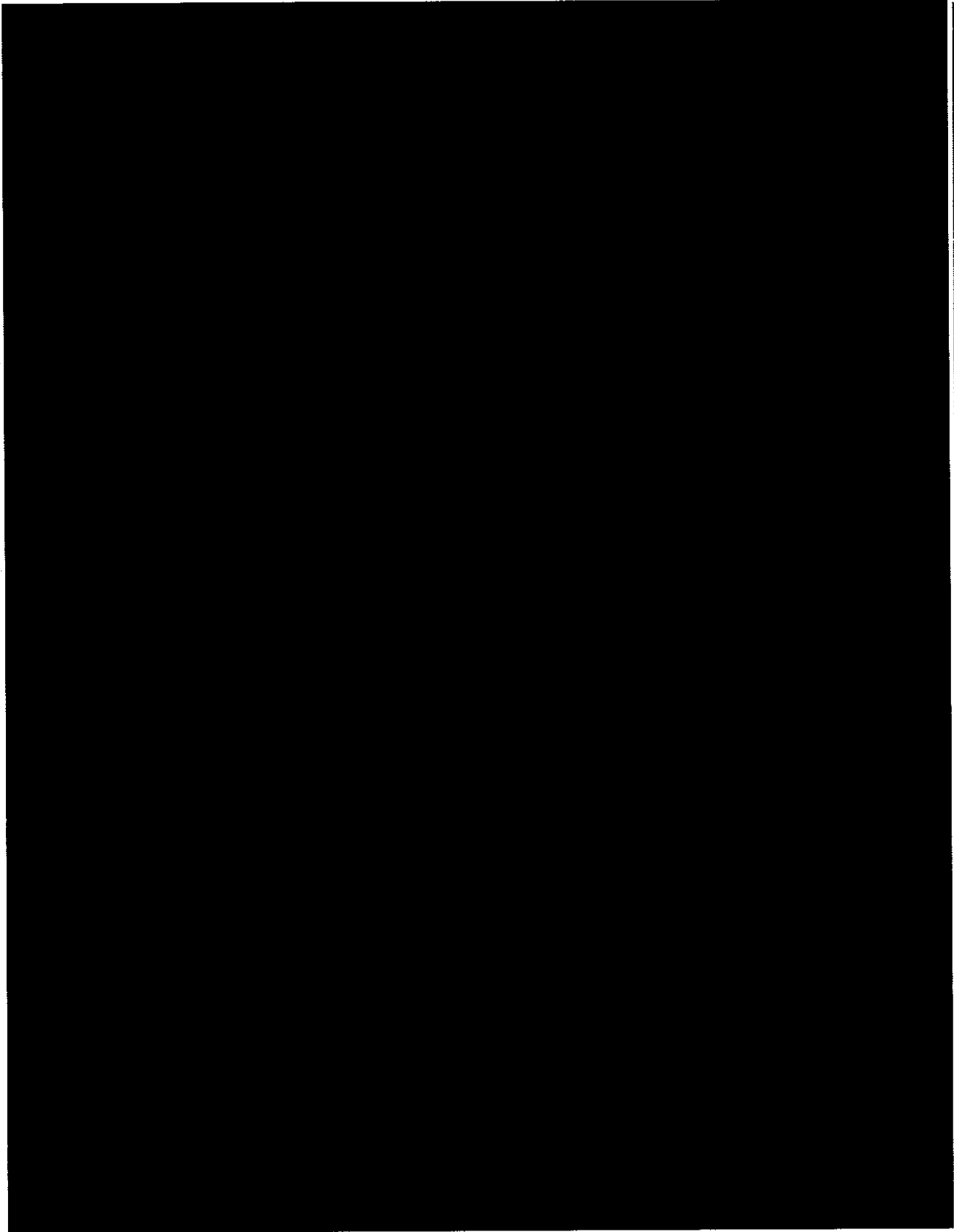


**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



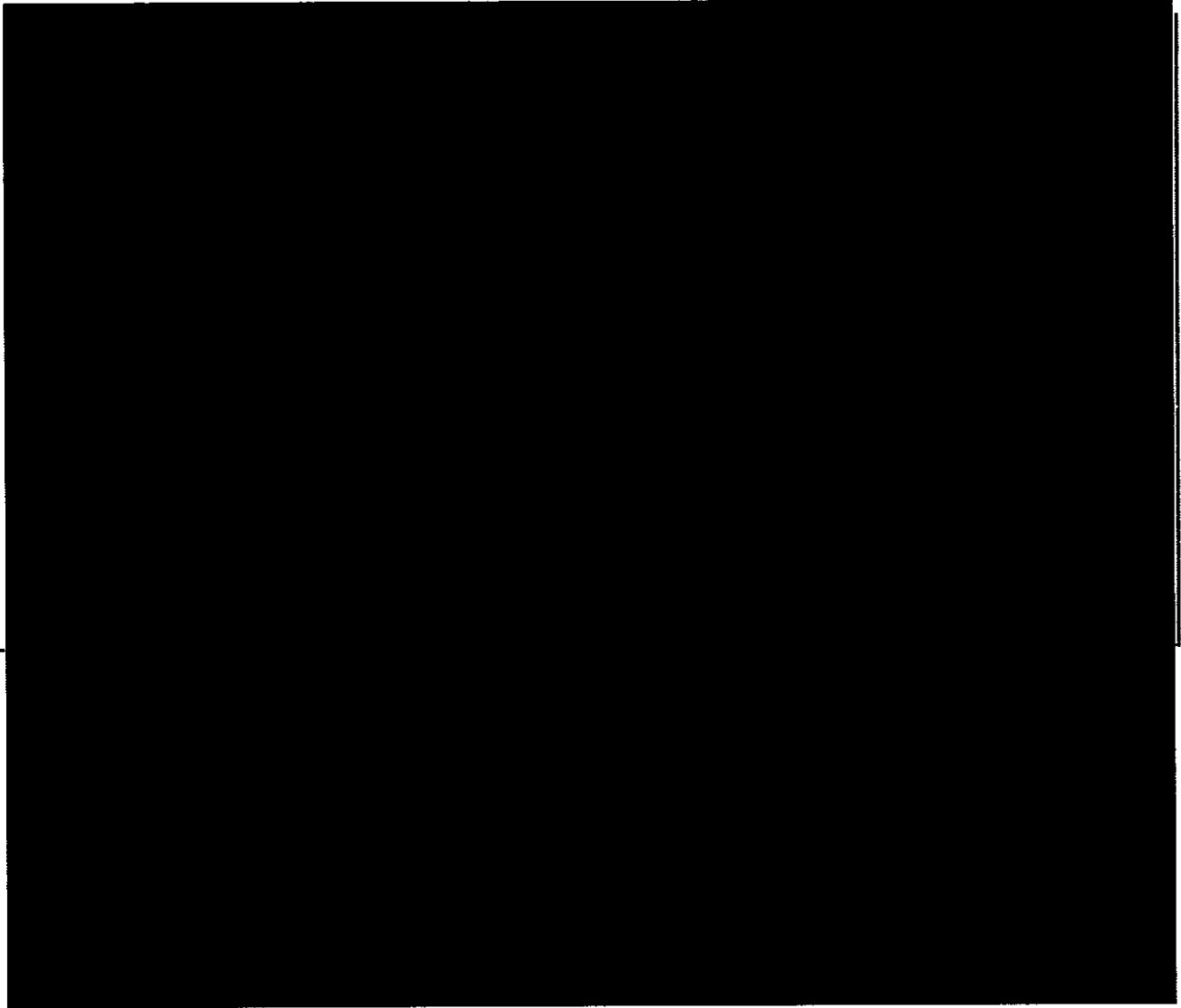
MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

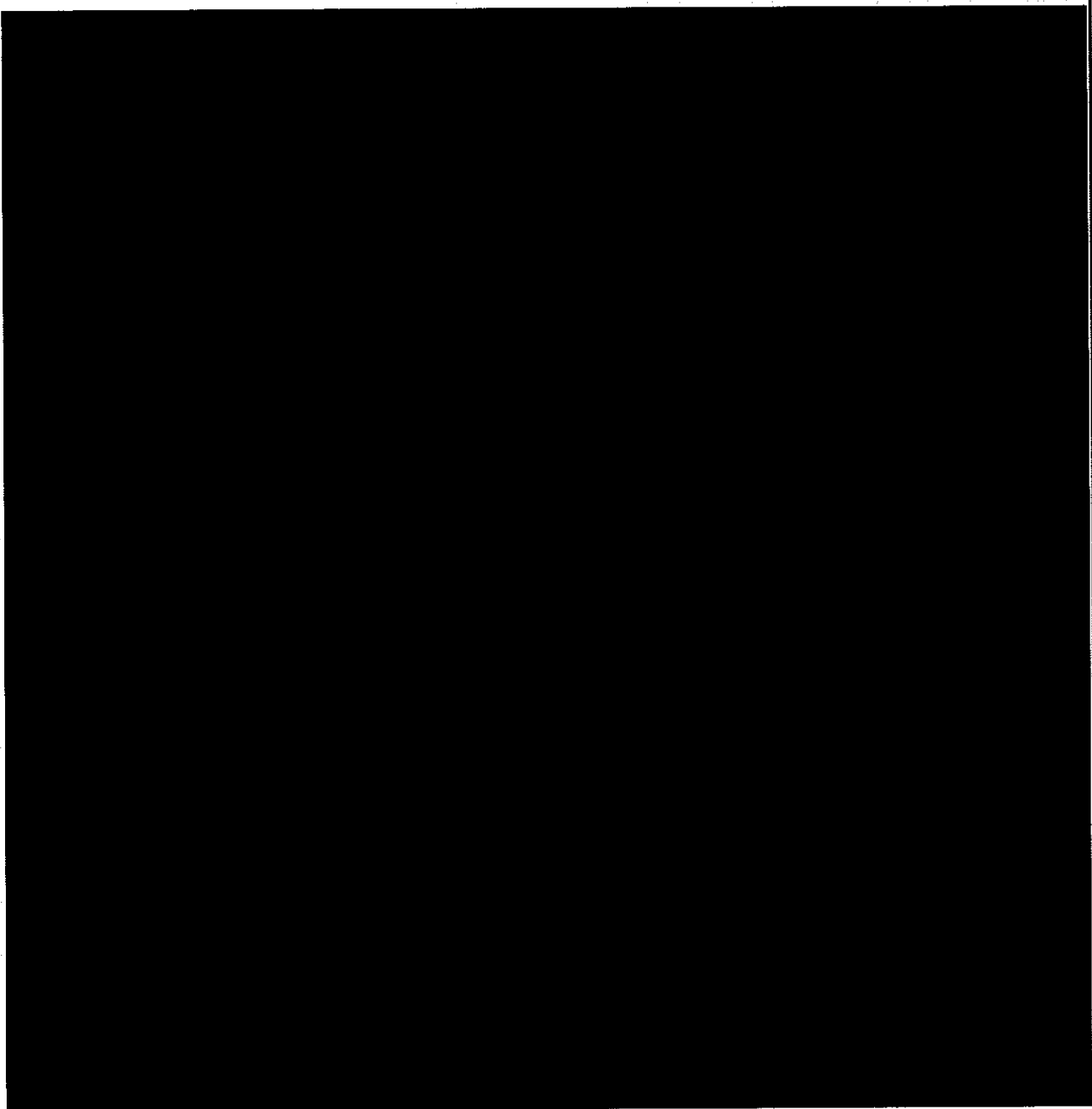
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MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



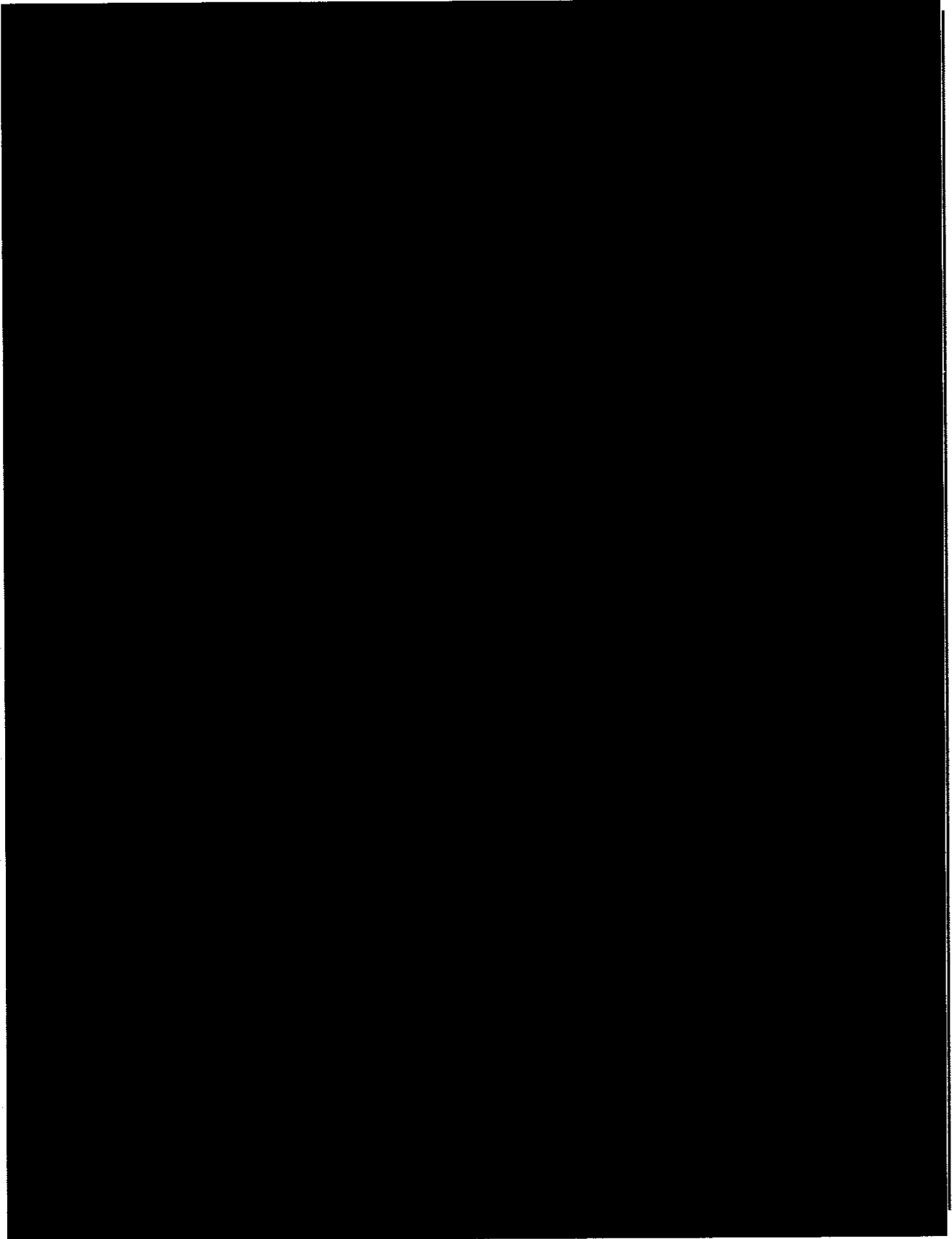
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CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

MCI SERVICE REPORT Report No: 5770220090106132727	Report Open Date: 01/06/2009 Report Closed Date:	Status: Assigned to escalation review Reported By: Richard Cunningham
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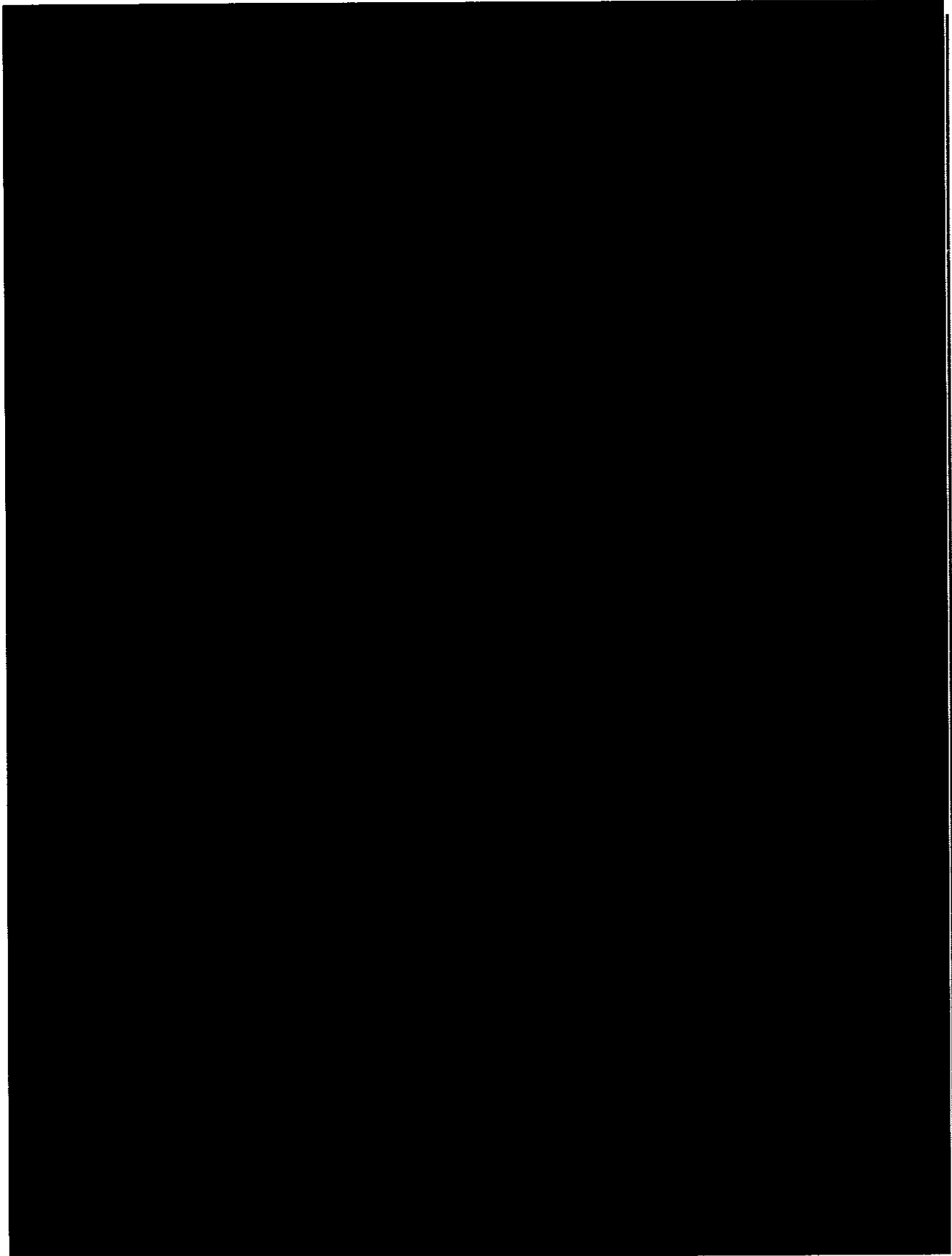


**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



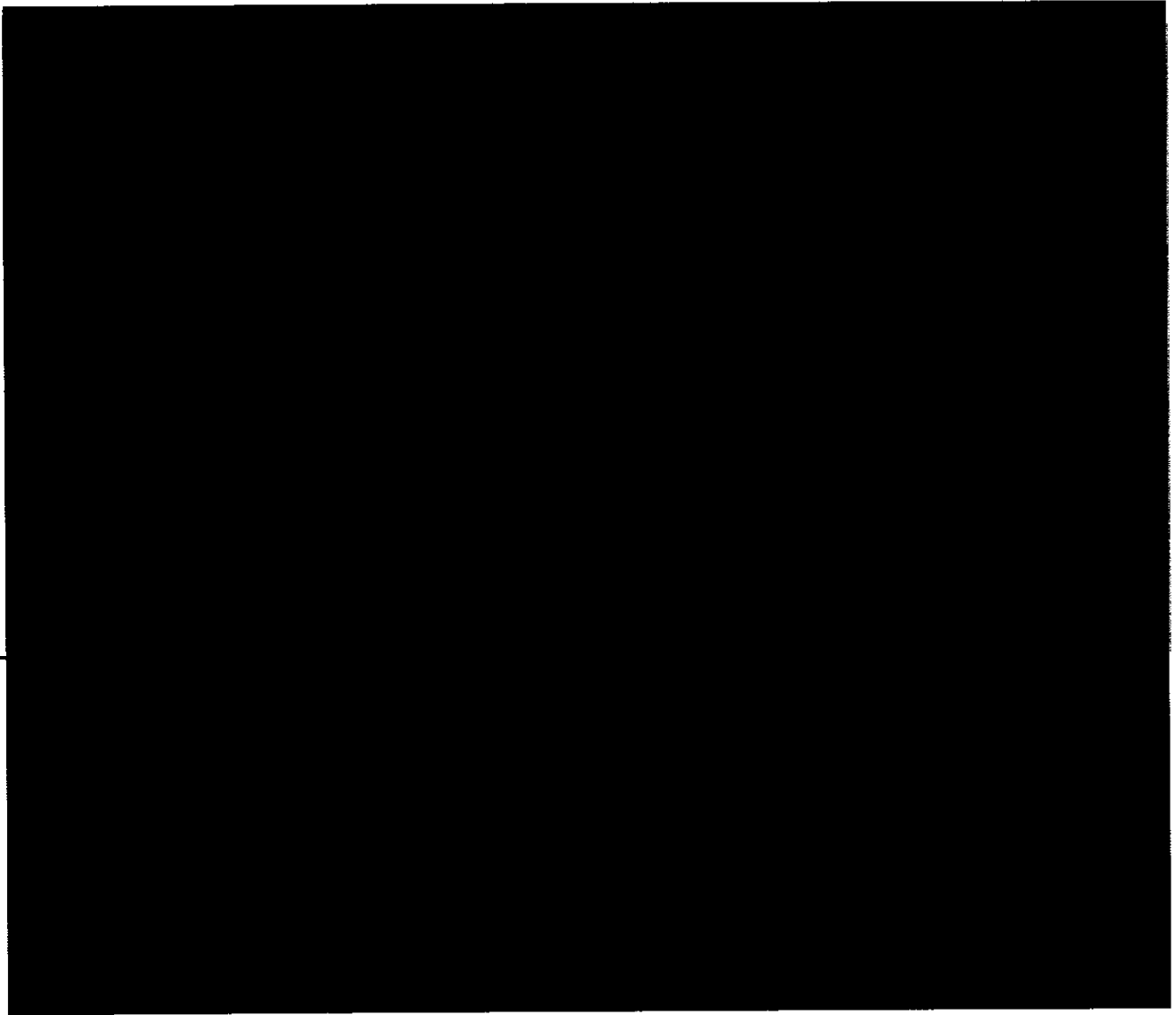
MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



- MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

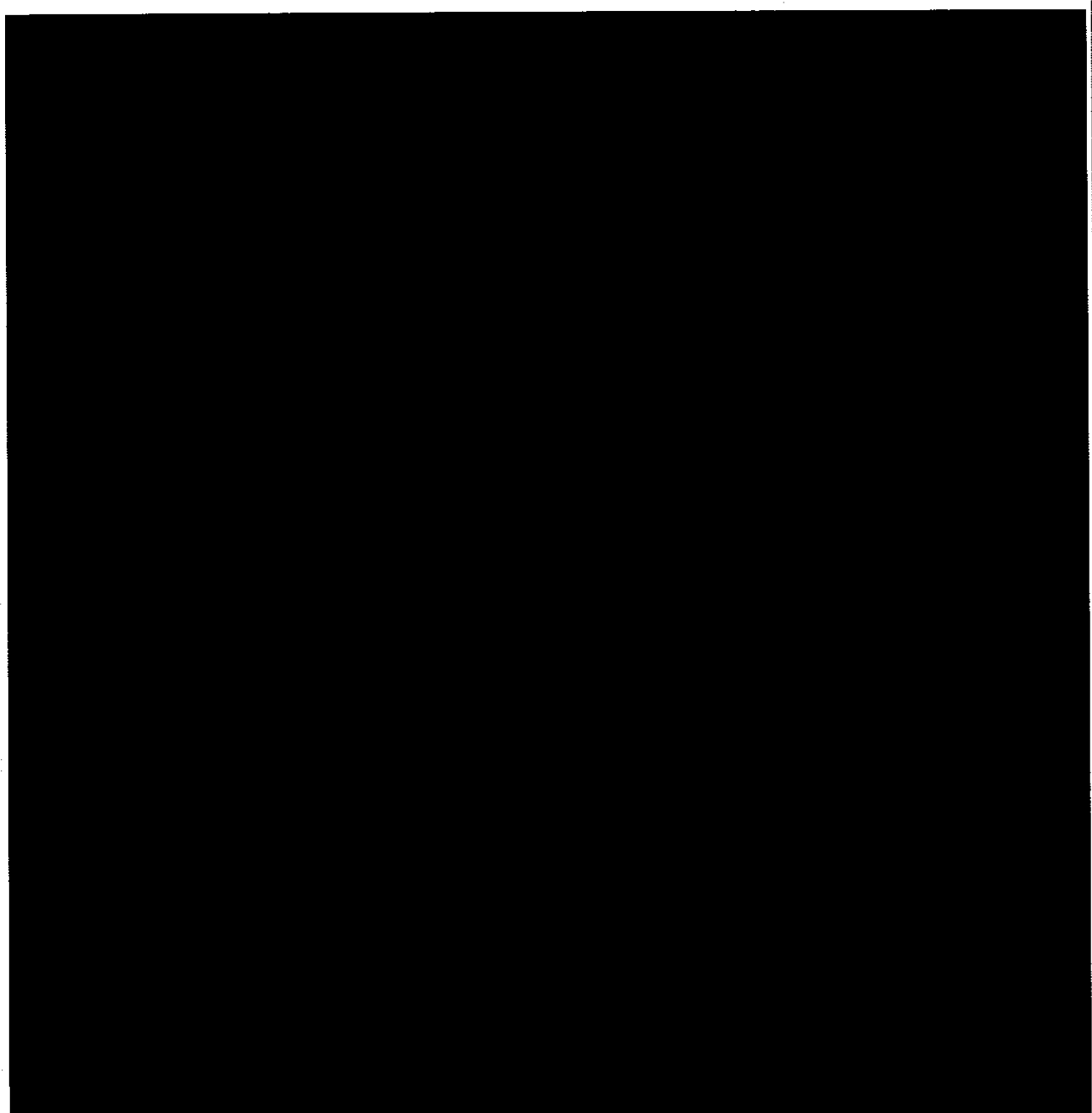
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MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**

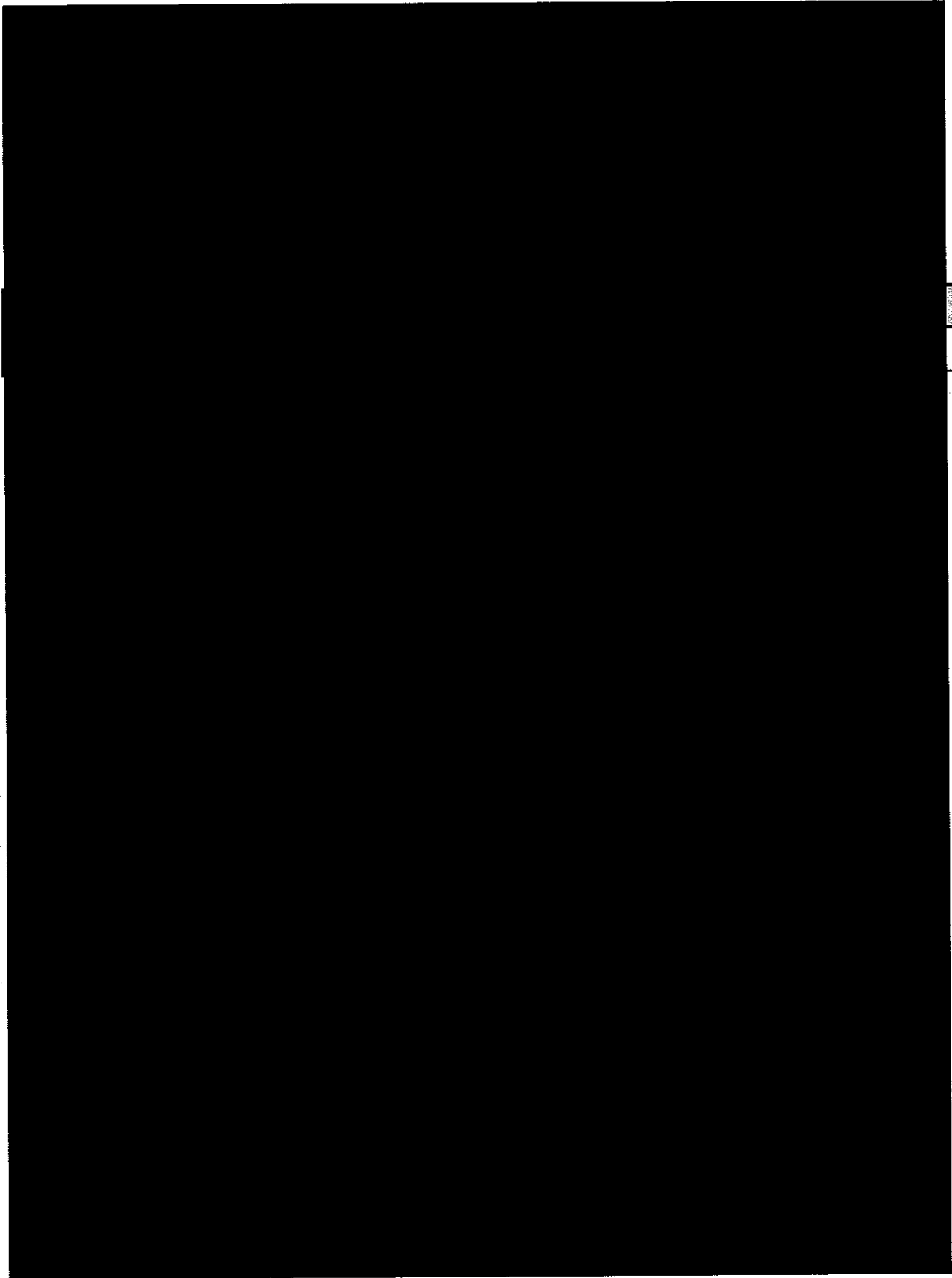


MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

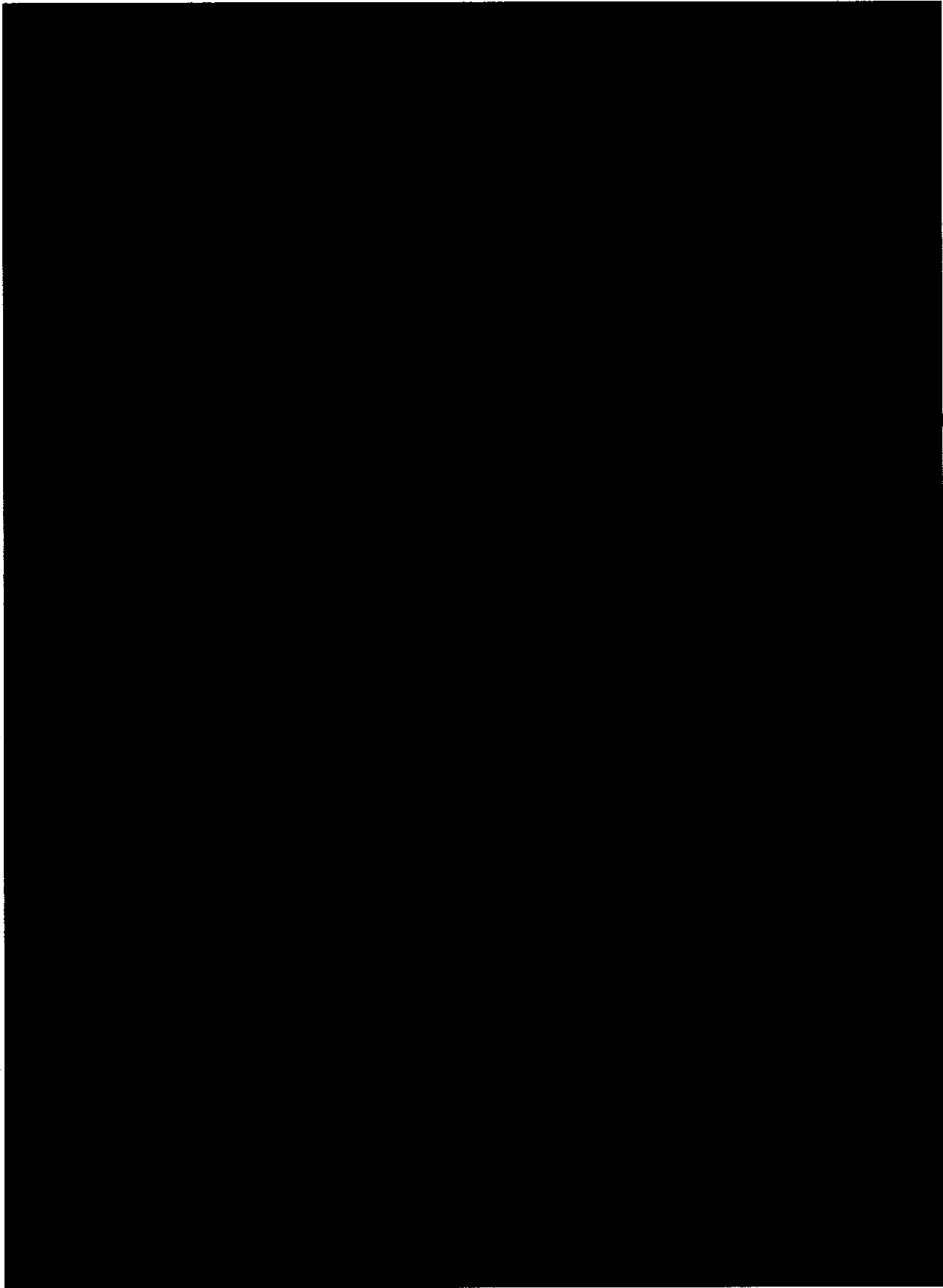
CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

MCI SERVICE REPORT Report No: 5770620090106134557	Report Open Date: 01/06/2009	Status: Assigned to escalation review
	Report Closed Date:	Reported By: Richard Cunningham

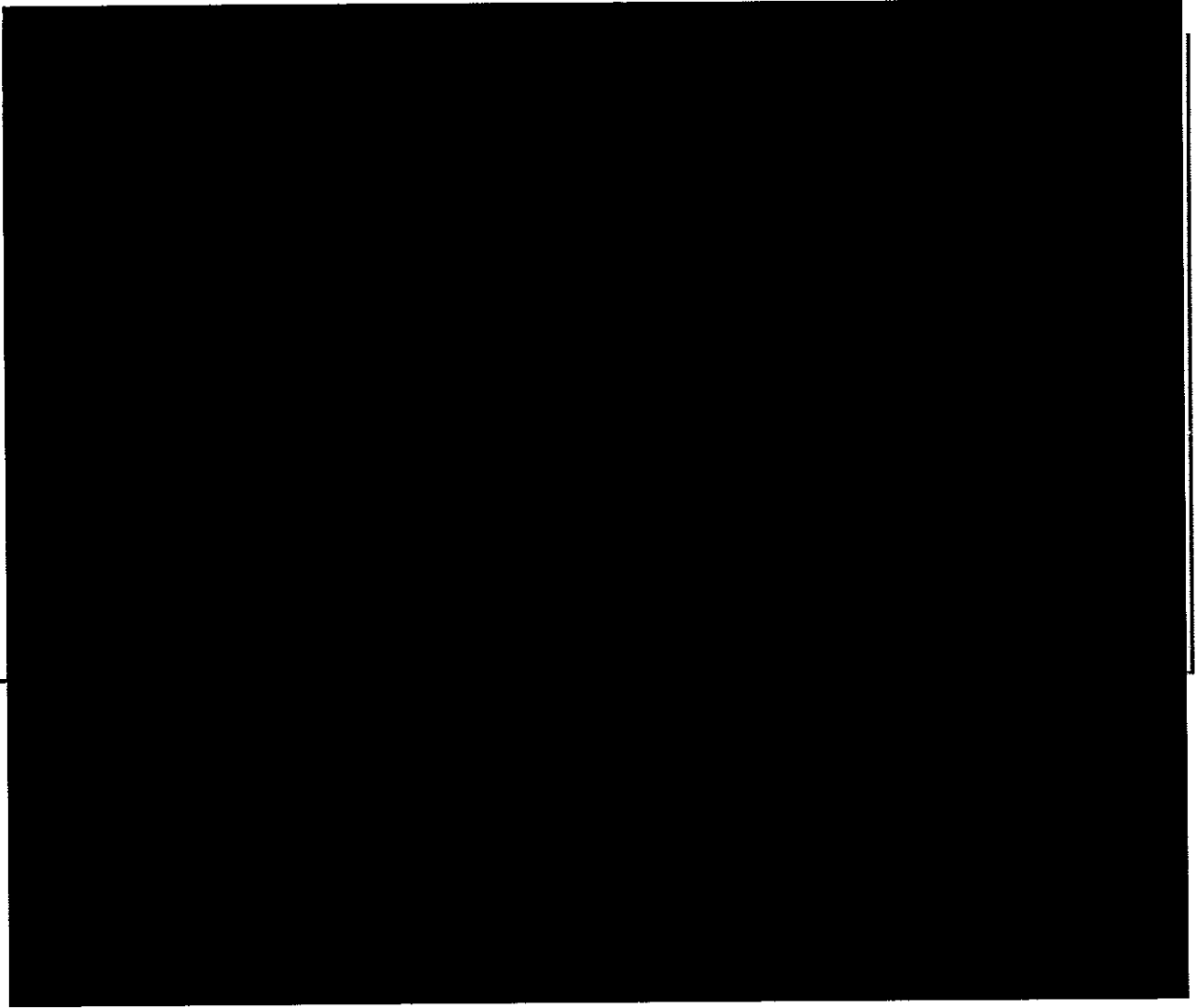




CONFIDENTIAL



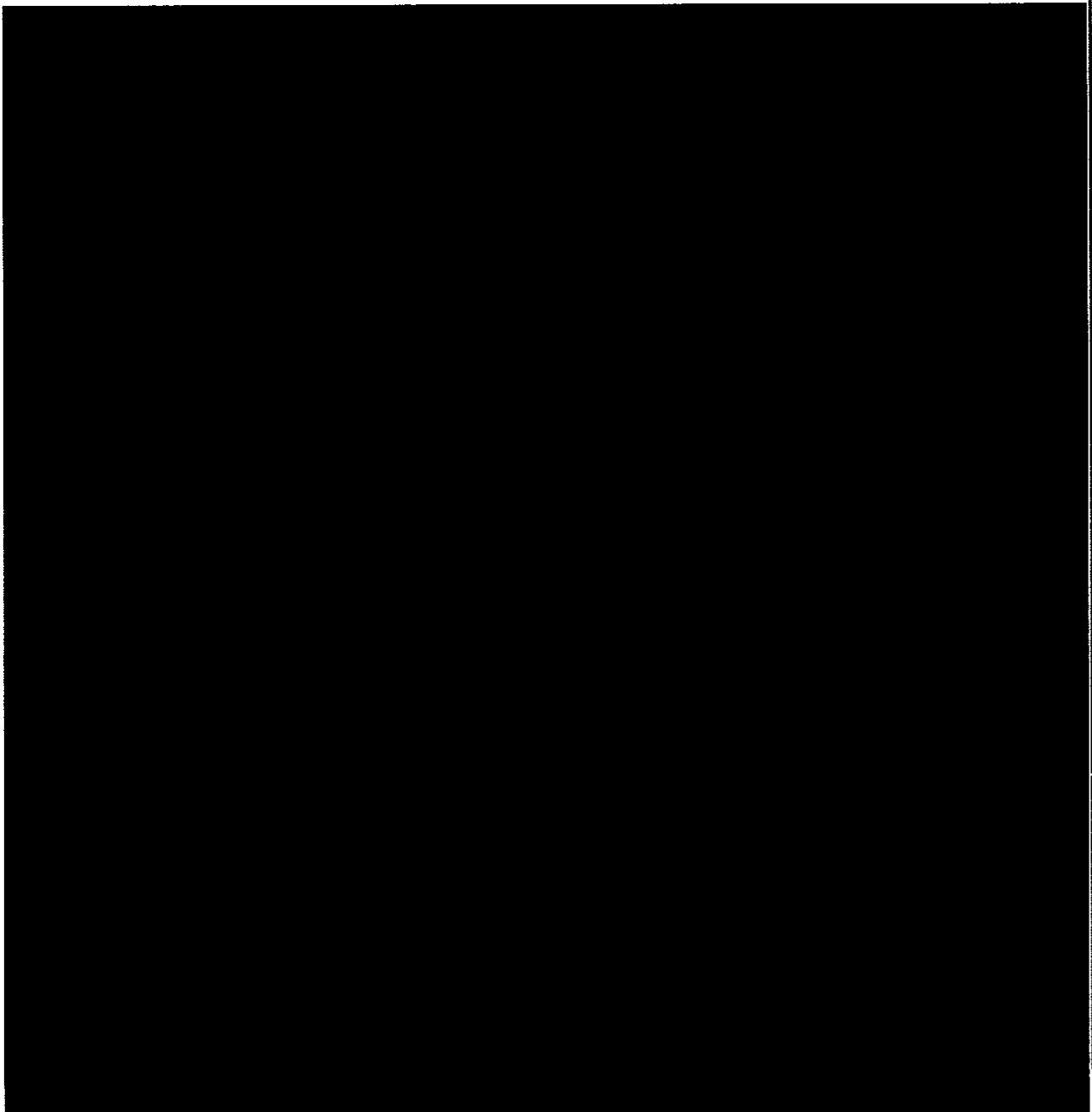
**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



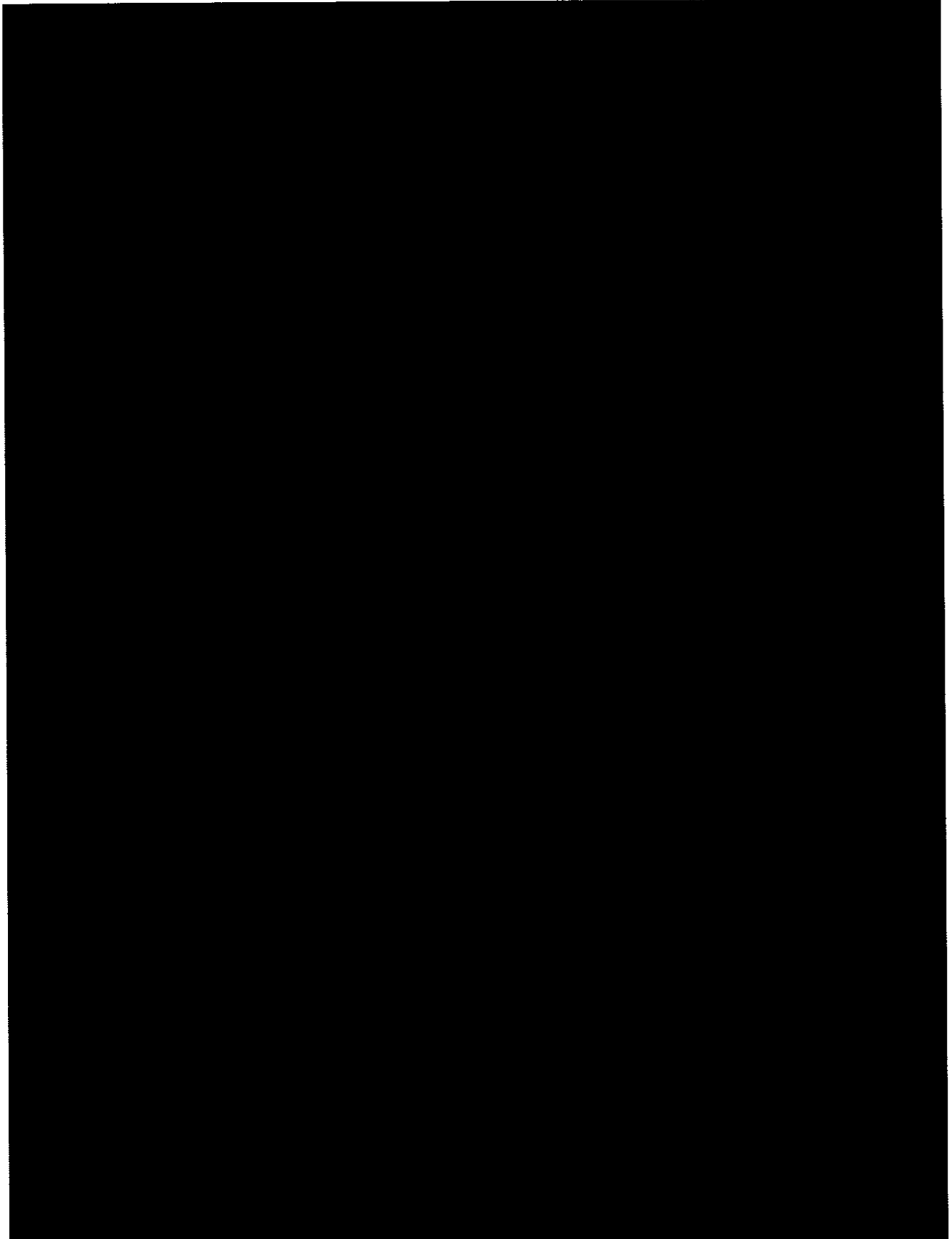
MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

MCI SERVICE REPORT Report No: 5770920090106134611	Report Open Date: 01/06/2009	Status: Assigned to escalation review
	Report Closed Date:	Reported By: Richard Cunningham

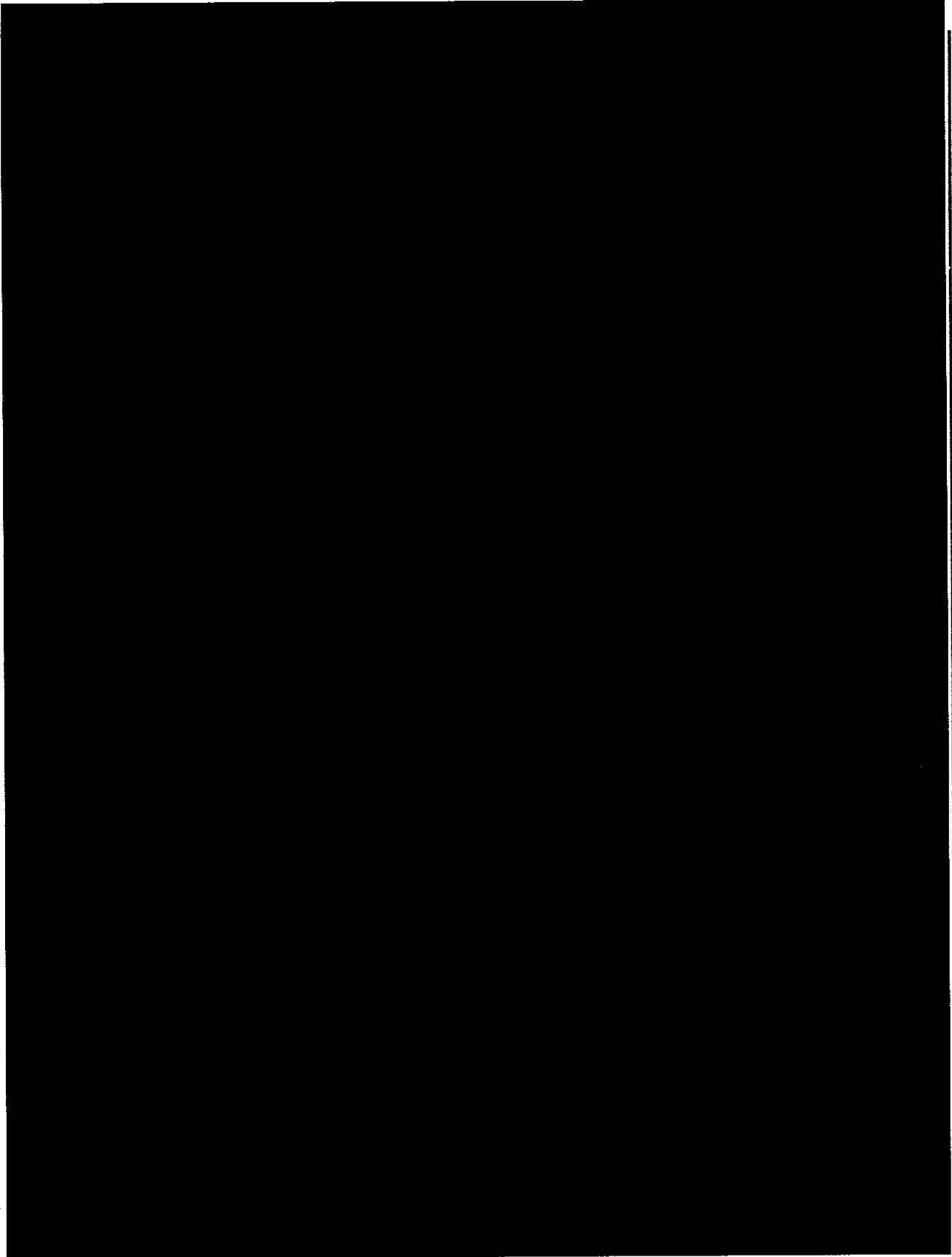


**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



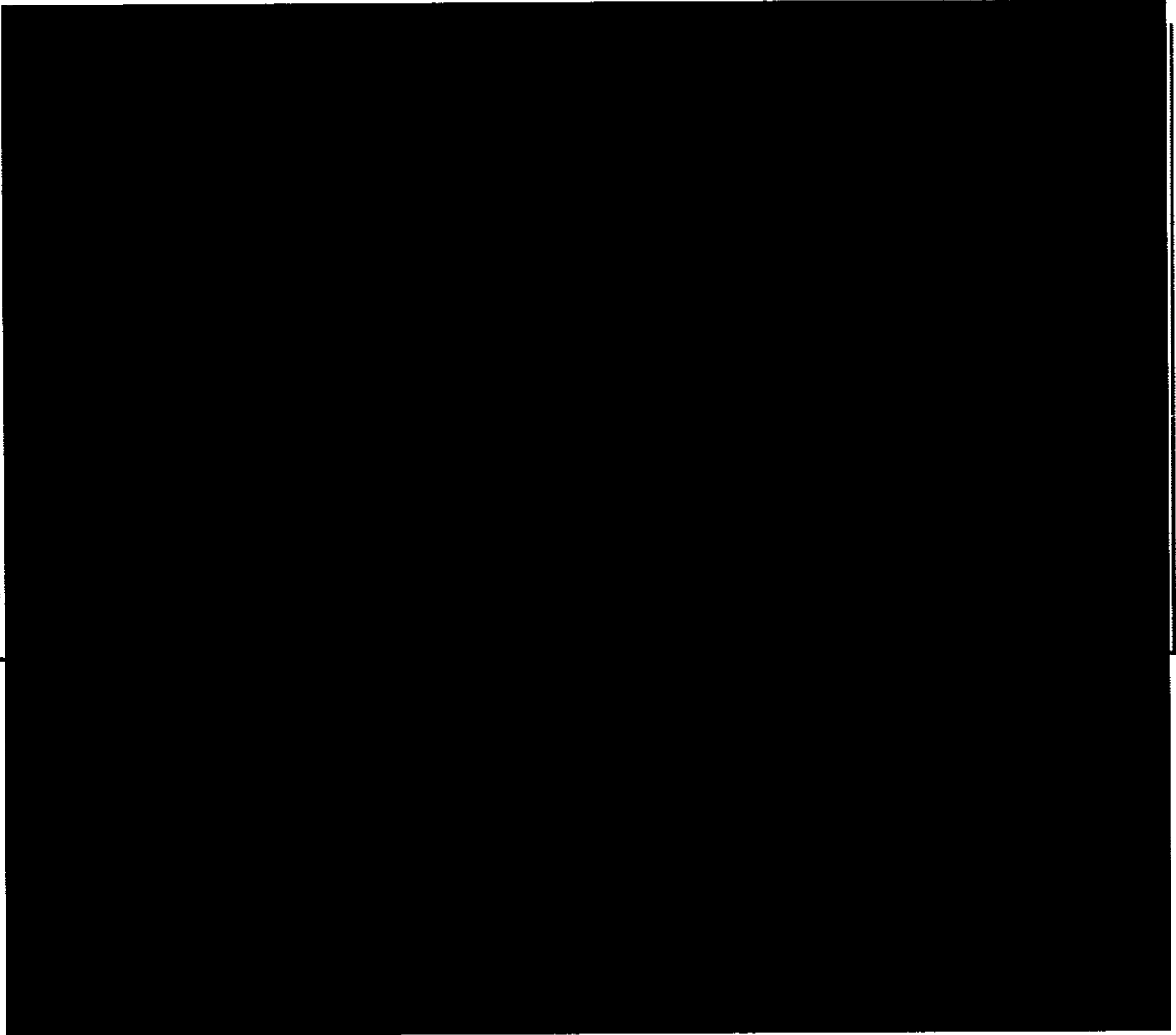
MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**



MCI DATA RESPONSE TO PE09-043 (REDACTED VERSION)

3

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

FD-943
REQUEST NUMBER THREE DATA

REF ID	ITEM	OWNER NAME	ADDRESS	CITY	STATE	ZIP	CONTACT 1	CONTACT 2	CONTACT 3	PHONE 1	PHONE 2	PHONE 3	YIN	MAKE	MODEL	YEAR	RELEASE	INCIDENT DATE	REPORT OR CLAIM DATE	WHETHER THERE WAS A FORMAL EVENT	NUMBER OF ALLEGED	NUMBER OF ALLEGED	SUMMARY DESCRIPTION OF THE COMPLAINT	RESULTS OF THE INVESTIGATION
27722096161316-0	1													MU	DISC	200	N.A.	12-2008	12-2008		0	0		
27722096161316-1	2													MU	DISC	200	N.A.	12-2008	12-2008		0	0		
27722096161316-2	3													MU	DISC	200	N.A.	12-2008	12-2008		0	0		
27722096161316-3	4													MU	DISC	200	N.A.	12-2008	12-2008		0	0		
27722096161316-4	5													MU	DISC	200	N.A.	12-2008	12-2008		0	0		
27722096161316-5	6													MU	DISC	200	N.A.	12-2008	12-2008		0	0		
27722096161316-6	7													MU	DISC	200	N.A.	12-2008	12-2008		0	0		

REDACTED DATA

4

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

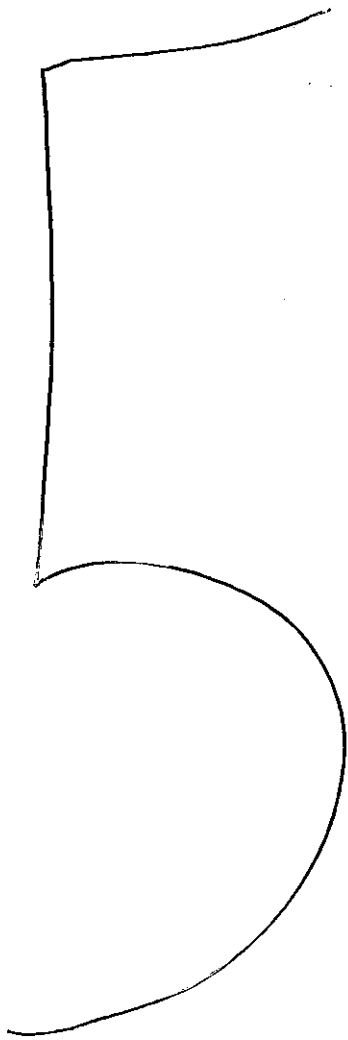
PE09-043

REQUEST NUMBER FOUR DATA

By Model Year and Model

a.	Type	Year	Model	# Claims
	Warranty			
	Total			
b.	Extended Warranty	2,001	D4000	
		2,007	D4505	
	Total			
c.	Goodwill			
	Total			
d.	Field, Zone	2007	D4505	
	Total			
e.	Campaign			
	Total			
	Grand Total			

REDACTED DATA



CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE99-043
REQUEST NUMBER FIVE DATA

Type of Claim	a. MC's claim number	b. Vehicle Owner	b. Owner Contact	b. Telephone number	c. VIN	d. Repair (Claim) Date	e. Mileage	f. Repairing Facility Name	f. Telephone number	g. City and State	h. Labor Operation #	i. Problem Code	j. Part # Used on Repair	k. Desc	l. Complete	m. Related Documents/Photos	n. Comment Cause	o. MC's Assessment Corrective
Goodwill	12325099684																	
Goodwill	1232509306160																	
Field Report	N/A																	
Field Report	N/A																	
Field Report	N/A																	
Field Report	N/A																	

REDACTED DATA

6

REQUEST NUMBER SIX DATA

1ST SENTENCE

MCI searched its New Service Tracking database, warranty records, TREAD Act reports and supporting data, and lawsuit and incident files, for any data involving (1) any of the subject vehicles, and (2) any references to "fire", "smoke", "thermal", "thermal event", "chafe", or "chafing", or (3) any of the following terms: "starter", "start", electrical", "electric", "clamp", or "bracket", including plurals and other variants of the foregoing terms. Each report or other data resulting from the foregoing searches were then reviewed individually to determine if such report or data was responsive to either Request 2 or 5.

2ND SENTENCE

Report ran in CCS based on causal part for the following part numbers (below) with date range of 01-01-2001 thru 10-27-2009.

The only part we have had any activity on was part# 7L-12-5251

Part numbers searched:	Older parts	7L-12-987	Starter cable
		7L-12-5251	Starter cable
		07-12-1525	Starter cable
		19-4-264	Clamp
	SB3014	07-14-4611	KIT, S60 Starter Cable, Pre- 2007 Engine
		07-09-1520	Cable, Starter
		19-04-0419	Split Clamp
		19-1-1072	Capscrew
		19-2-289	Washer, Flat
		19-2-37	Washer Lock
		19-3-32	Nut

MCI does not use labor operations, labor operation descriptions, problem codes, or problem code descriptions.

3RD SENTENCE

New Vehicle Warranty Offered

Model	Model Years	Warranty Term
D-Series Coaches	2000 to 2002	24 Months
D-Series Coaches	2002 to 2003	24 Months
D-Series Coaches	2003 to 2004	24 Months
D-Series Coaches	2005 to 2007	24 Months

See attached coverage descriptions.

4TH SENTENCE

Relevant Extended Warranty Information

Extended Warranty Type	Model	Model Year	Number of Subject Vehicles Covered
3 Year Starter	D4500/102DL3	2001	1
		2005	28
		2006	20
		2007	1
7 Year Starter	D4500/102DL3	2001	170
		2002	125
Grand Total			345

Limited Warranty

**Applicable to Motor Coach Industries, Inc.
Manufactured Model MCI Coaches
Excludes Tires and Batteries
Effective January 2000**

This Limited Warranty applies only to new coaches manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable by the original coach purchaser.

The Seller warrants for the Warranty Term herein specified that each new coach and all accessories and equipment comprising such coach, excepting tires and batteries, are free from defects in material and workmanship

This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of a new coach to an original Buyer,

The Buyer shall give the Seller notice in writing of any defect occurring during the Warranty Term to which Buyer claims this Warranty applies within thirty (30) days from the date such defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Warranty is limited to repairing or, at Seller's option, replacing free of charge any parts which, in the opinion of Seller, have failed as a result of defects in material or workmanship during the Warranty Term under normal service conditions and which are returned to Seller, transportation charges collect, provided timely notice of such defects has been given by Buyer to Seller. Further, Seller will reimburse Buyer for the cost incurred in the removal and replacement of such defective parts based on the number of manhours designated by Seller to be required for such work at the base rate plus twenty-five percent (+ 25%) for the mechanical labor prevailing at the Buyer's garage at the time of replacement. Such base rate shall have been previously approved by Seller. **ENFORCEMENT OF THIS OBLIGATION OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER UNDER THIS LIMITED WARRANTY.**

THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY COACH IF, IN THE REASONABLE OPINION OF SELLER, ANY COACH OR ACCESSORIES OR EQUIPMENT COMPRISING SUCH COACH.

- (a) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect or*
- (b) has been subject to abuse, neglect, or damage from an accident or*
- (c) has not been serviced and maintained at reasonable intervals according to recommendations of Seller; or*
- (d) has been operated at speeds in excess of Seller's recommended maximum speed; or*
- (e) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.*

This Limited Warranty shall not apply to any parts or equipment that must be replaced during the Warranty Term as a result of what is, in the opinion of Seller, normal wear and tear in the course of normal operations or routine maintenance of the coach, or damage due to accident.

THIS LIMITED WARRANTY AND SELLER'S OBLIGATION HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY DIRECT OR INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICIAL OF SELLER.

**Motor Coach Industries, Inc.
P.O. Box 349
Pembina, ND 58271**

Limited Warranty

**Applicable to Motor Coach Industries Limited
Manufactured Model MCI Coaches
Excludes Tires and Batteries
Effective January 2000**

This Limited Warranty applies only to new coaches manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable by the original coach purchaser.

The Seller warrants for the Warranty Term herein specified that each new coach and all accessories and equipment comprising such coach, excepting tires and batteries, are free from defects in material and workmanship

This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of a new coach to an original Buyer,

The Buyer shall give the Seller notice in writing of any defect occurring during the Warranty Term to which Buyer claims this Warranty applies within thirty (30) days from the date such defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Warranty is limited to repairing or, at Seller's option, replacing free of charge any parts which, in the opinion of Seller, have failed as a result of defects in material or workmanship during the Warranty Term under normal service conditions and which are returned to Seller, transportation charges collect, provided timely notice of such defects has been given by Buyer to Seller. Further, Seller will reimburse Buyer for the cost incurred in the removal and replacement of such defective parts based on the number of manhours designated by Seller to be required for such work at the base rate plus twenty-five percent (+ 25%) for the mechanical labor prevailing at the Buyer's garage at the time of replacement. Such base rate shall have been previously approved by Seller. **ENFORCEMENT OF THIS OBLIGATION OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER UNDER THIS LIMITED WARRANTY.**

THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY COACH IF, IN THE REASONABLE OPINION OF SELLER, ANY COACH OR ACCESSORIES OR EQUIPMENT COMPRISING SUCH COACH.

- (a) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect or*
- (b) has been subject to abuse, neglect, or damage from an accident or*
- (c) has not been serviced and maintained at reasonable intervals according to recommendations of Seller; or*
- (d) has been operated at speeds in excess of Seller's recommended maximum speed; or*
- (e) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.*

This Limited Warranty shall not apply to any parts or equipment that must be replaced during the Warranty Term as a result of what is, in the opinion of Seller, normal wear and tear in the course of normal operations or routine maintenance of the coach, or damage due to accident.

THIS LIMITED WARRANTY AND SELLER'S OBLIGATION HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY DIRECT OR INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICIAL OF SELLER.

**Motor Coach Industries Limited
1475 Clarence Avenue
Winnipeg, Manitoba R3T 1T5**

SUMMARY OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires and batteries.
- Parts or equipment that failed as the result of normal wear and tear, or damage due to accident.
- Road service calls or towing charges.
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles.
- Overtime or premium labor.
- Repeat failures due to improper installation, careless or negligent workmanship.
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear.
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, freon, belts, hoses, light bulbs, wiper blades, tune ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, drive axle pinion seals, etc.
- "Shop supplies" surcharged on sublet invoices submitted to MCI. These surcharges usually cover a charge for shop rags, solvents and other miscellaneous items.
- Tools purchased to repair or replace parts.

ENGINE AND TRANSMISSION WARRANTY

All buyers of new MCI coaches are eligible to receive warranty service from any authorized service outlet for engine and transmission products. The preferred method of handling service under warranty is to request assistance from your local authorized engine or transmission dealer.

Coach operators also have the option of performing their own warranty work, provided that their service shop and personnel are trained and equipped for engine or transmission repairs. Should a Buyer perform the repair, an appropriate MCI Warranty Claim must be filed as per the procedures previously outlined. All defective parts are to be returned to the appropriate MCI Warranty Department.

Limited Warranty
Applicable to New MCI® D Series Model Coaches
Manufactured by Motor Coach Industries, Inc.
or Motor Coach Industries Limited
Effective October 2002

This Limited Warranty applies only to new coaches manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the coach unless the subsequent owner provides written notice to MCI in the manner specified in the warranty manual.

Seller warrants for the Warranty Term herein specified that each new coach and all accessories and equipment comprising such coach, subject to certain exceptions, exclusions, and conditions noted below, will be free from defects in material and workmanship. This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of the new coach to an original Buyer.

Buyer shall give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date such defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship occurring during the Warranty Term under normal service conditions, provided that Buyer has given Seller timely written notice of the defect and has returned the defective part(s) to Seller, transportation charges collect; and (B) reimbursing Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, times (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

This Limited Warranty shall not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Equipment, or (B) any routine maintenance repairs or replacements, or (C) normal wear and tear of the coach, or (D) any other repairs or replacements that, in the Seller's reasonable opinion, are required because the coach or any accessories or other equipment comprising such coach:

- (i) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed; or
- (v) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

ADDITIONAL EXCLUSIONS/LIMITATIONS OF COVERAGE

Antennae	Not covered for breakage
Batteries	Covered only by battery manufacturer
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first)
Brake Drums & Shoes	Not covered as a primary failure
Coach Conversion	Parts, components, and services by third party not covered
Electrical Motors	Failure only; not brush replacement
Engine	Covered only by engine supplier
Engine Accessories	Covered only by engine supplier (incl. alternator/belt tensioner, Bendix air compressor, etc.)
Entertainment System	Covered only by system manufacturer
Exterior Glass	24 months, unlimited miles; not covered for breakage due to stone chips or other road hazards
Exterior Mirrors	Covered for loss of function only, not breakage
Fan Clutches	24 months, unlimited miles
Freon	24 months, unlimited miles (covered only as a failure secondary to a covered primary warranty failure)
Fuses, Breakers, etc.	24 months, unlimited miles
Light Bulbs	Incandescent – none; LED – 24 months, unlimited miles
Pinion Seals	50,000 miles (80,467 km)
Radius Rod Bushings	50,000 miles (80,467 km)
Seats	Covered only by seat manufacturer
Shocks & Bushings	50,000 miles (80,467 km)
Sway Bar Links	50,000 miles (80,467 km) or 1 year (whichever comes first)
Tires	Covered only by tire manufacturer
Transmission	Covered only by transmission supplier
Wheel Alignment	25,000 miles (40,234 km) (covered only as a failure caused by a covered primary warranty failure)
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km), whichever comes first
Wheel Studs	Not covered
Wheels	24 months, unlimited miles
Window Blinds	24 months, unlimited miles
Wiper Arms	24 months, unlimited miles
Wiper Blades	Not covered

Note: The replacement or repair of normal maintenance items is not covered.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires and batteries
- Parts or equipment that failed as a result of normal wear and tear, or damage due to accident
- Road service calls or towing charges
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles
- Lost profits or revenues
- Overtime or premium labor
- Failures due to improper installation or careless or negligent workmanship
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, belts, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, and drive axle pinion seals
- Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts

Limited Warranty
Applicable to New MCI® D Series Model Coaches
Manufactured by Motor Coach Industries, Inc.
or Motor Coach Industries Limited
Effective September 2003

This Limited Warranty applies only to new coaches (together with all accessories and equipment comprising such coach, collectively the "Coach") manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the coach unless the subsequent owner provides written notice to MCI in the manner specified in this warranty manual.

Seller warrants for the Warranty Term herein specified that each new Coach, subject to certain exceptions, exclusions, and conditions noted below, will be free from defects in material and workmanship. This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of the new Coach to Buyer.

Buyer shall give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date such defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, times (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

This Limited Warranty shall not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Coach, or (B) any routine maintenance repairs or replacements, or (C) normal wear and tear of the Coach, or (D) any other repairs or replacements that, in the Seller's reasonable opinion, are required because the Coach:

- (i) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed; or
- (v) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

ADDITIONAL EXCLUSIONS/LIMITATIONS OF COVERAGE

Antennae	Not covered for breakage
Batteries	Covered only by battery manufacturer
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first)
Brake Drums & Shoes	Not covered as a primary failure
Coach Conversion	Parts, components, and services by third party not covered
Electrical Motors	Failure only; not brush replacement
Engine	Covered only by engine manufacturer
Engine Accessories	Covered only by engine supplier (incl. alternator/belt tensioner, Bendix air compressor, etc.)
Entertainment System	Covered only by system manufacturer
Exterior Glass	Not covered for breakage due to stone chips or other road hazards
Exterior Mirrors	Covered for loss of function only, not breakage
Light Bulbs	Incandescent – none; LED – 24 months, unlimited miles
Pinion Seals	50,000 miles (80,467 km) or 1 year (whichever comes first)
Radius Rod Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Refrigerant	Covered only as a failure secondary to a covered primary warranty failure
Seats	Covered only by seat manufacturer
Shocks & Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Sway Bar Links	50,000 miles (80,467 km) or 1 year (whichever comes first)
Tires	Covered only by tire manufacturer
Transmission	Covered only by transmission manufacturer
Wheel Alignment	25,000 miles (40,234 km) (covered only as a failure caused by a covered primary warranty failure)
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km), whichever comes first
Wheel Studs	Not covered
Wiper Blades	Not covered

Note: The replacement or repair of normal maintenance items is not covered.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires and batteries
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- Road service calls or towing charges
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles
- Lost profits or revenues
- Overtime or premium labor
- Failures due to improper installation or careless or negligent workmanship
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, belts, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, and drive axle pinion seals
- Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts

Limited Warranty
Applicable to New MCI® D Series Model Coaches
Manufactured by Motor Coach Industries, Inc.
or Motor Coach Industries Limited
Effective July 2004
(Beginning with Model Year 2005 Coaches)

This Limited Warranty applies only to new coaches (together with all accessories and equipment comprising such coach, collectively the "Coach") manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the coach unless the subsequent owner provides written notice to MCI in the manner specified in this warranty manual.

Seller warrants for the Warranty Term herein specified that each new Coach, subject to certain exceptions, exclusions, and conditions noted below, will be free from defects in material and workmanship. This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be Twenty-four (24) months, unlimited mileage, from the date of delivery of the new Coach to Buyer.

Buyer shall give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date such defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, times (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

This Limited Warranty shall not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Coach, or (B) any routine maintenance repairs or replacements, or (C) normal wear and tear of the Coach, or (D) any other repairs or replacements that, in the Seller's reasonable opinion, are required because the Coach:

- i) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed; or
- (iv) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

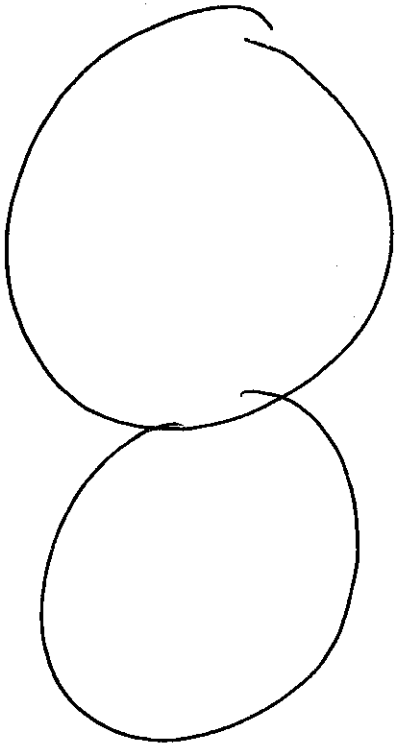
ADDITIONAL EXCLUSIONS/LIMITATIONS OF COVERAGE

Antennae	Not covered for breakage
Batteries	24 months, pro-rated only
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first)
Brake Drums & Shoes	Not covered as a primary failure
Coach Conversion	Parts, components, and services by third party not covered
Electrical Motors	Failure only; not brush replacement
Engine	24 months, covered only by engine manufacturer, extension available through engine manufacturer
Engine Accessories	24 months, covered only by engine manufacturer (incl. alternator/belt tensioner, Bendix air compressor, etc.)
Entertainment System	Covered only by system manufacturer
Exterior Glass	Not covered for breakage due to stone chips or other road hazards
Exterior Mirrors	Covered for loss of function only, not breakage
Light Bulbs	Incandescent – none; LED – per terms of standard warranty
Pinion Seals	50,000 miles (80,467 km) or 1 year (whichever comes first)
Radius Rod Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Refrigerant	Covered only as a failure secondary to a covered primary warranty failure
Seats	Covered only by seat manufacturer
Shocks & Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Sway Bar Links	50,000 miles (80,467 km) or 1 year (whichever comes first)
Tires	Covered only by tire manufacturer
Transmission	24 months, covered only by transmission manufacturer
Wheel Alignment	25,000 miles (40,234 km) (covered only as a failure caused by a covered primary warranty failure)
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km), whichever comes first
Wheel Studs	Not covered
Wiper Blades	Not covered

Note: The replacement or repair of normal maintenance items is not covered.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires
- Parts or equipment that failed as the result of normal wear and tear, or damage due to accident
- Road service calls or towing charges
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles
- Lost profits or revenues
- Overtime or premium labor
- Failures due to improper installation or careless or negligent workmanship
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, belts, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, and drive axle pinion seals
- Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts
- Failures resulting from or due to the lack of preventive maintenance or improper repair procedures





Service Bulletin No. 3014

MODEL D Series Coaches equipped w/ DDC S60 Pre-2007 Engine	TYPE Product Improvement	SECTION/GROUP 7-Electrical	DATE July 21, 2009
SUBJECT STARTER CABLE CHAFFING			
CONDITIONS Parts may be purchased from MCI Service Parts, Louisville, Kentucky or from MCI Service Parts, Newcastle, Ontario.			

Description:

Effective with unit number 57956, MCI made design changes to the starter cable installation on coaches equipped with a Detroit Diesel S60 Pre-2007 engine. The new starter cable installation will reduce the potential for cable damage or chaffing due to contact with brackets and / or movement within the cable clamps.

PREVENTATIVE MAINTENANCE NOTICE

MCI recommends that customers thoroughly inspect the starter cable for damage and chaffing every 6000 miles/9000 km or every engine oil change (whichever service interval occurs first).

Parts

<u>Qty.</u>	<u>New P/N</u>	<u>Description</u>
1	07-14-4611	Kit, S60 Starter Cable, Pre-2007 Engine <i>Kit Contents Are:</i>
1	07-09-1520	Cable, Starter
1	19-04-0419	Split clamp
2	19-1-1072	Capscrew
2	19-2-289	Washer, Flat
2	19-2-37	Washer, Lock
2	19-2-32	Nut

Service Information:

1. New parts will be available for service replacement.

Service Procedure:

General notes

Read this entire procedure before beginning work.

Use Safe Shop Practices At All Times.

1. Turn the main battery disconnect switch to the OFF position. Chock both sides of the tires.
2. Open the engine compartment and curbside, rear side service compartment doors.
3. Locate the starter. Disconnect the starter cable from the starter. Remove and retain the mounting bolts and nuts at the starter 24VDC battery stud.

4. Locate the cable terminal stud on the forward wall of the curbside, rear side service compartment (refer to Figure 1). Remove and retain the nut. Remove the starter cable from the bulkhead stud.

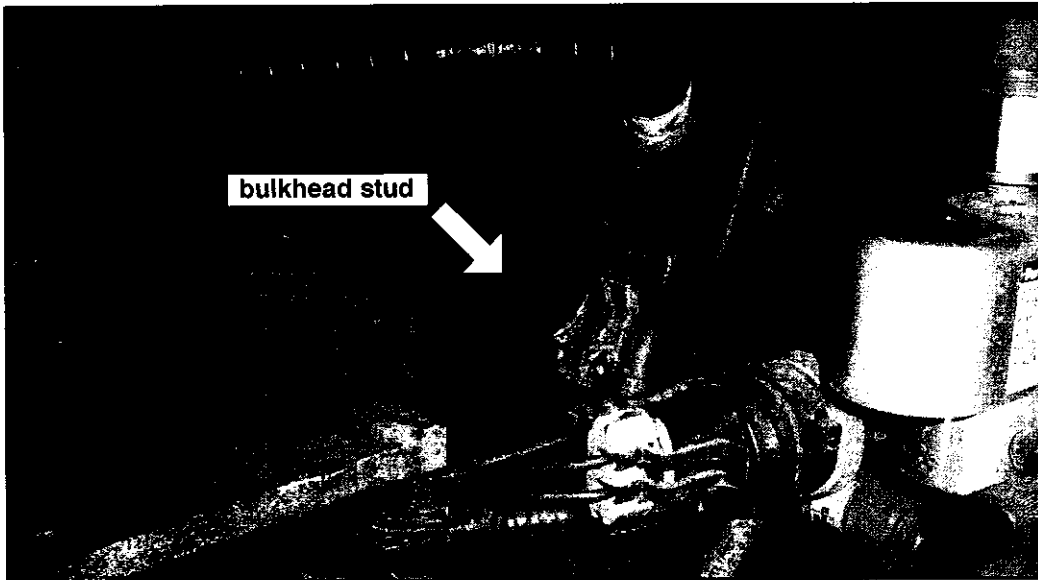


Figure 1.

5. Follow the routing of the starter cable along the curbside of the DDC S60 engine. Remove and discard the starter cable.
6. Using the mounting bolts removed in Step 3. , install the new starter cable, p/n 07-09-1520 onto the starter 24V DC battery stud. Torque to 20 to 25 ft. lbs.
7. Replace the existing split clamp with new split clamp, p/n 19-04-0419 (refer to Figure 2). Using bolts 19-1-1072, washers 19-2-289, lock washers 19-2-27 and nuts 19-3-32, secure the starter cable. Torque to 9 ft. lbs.

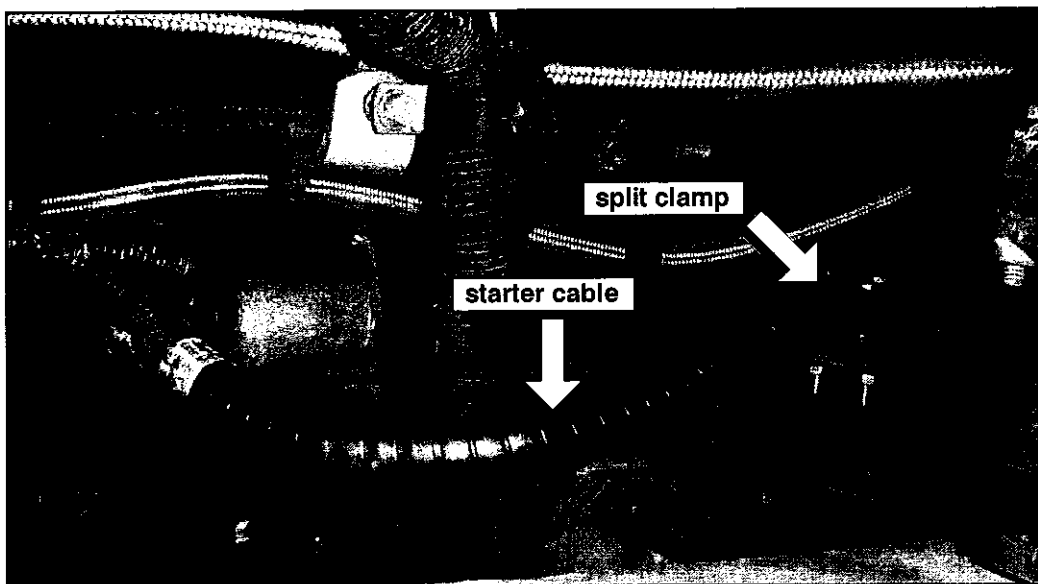
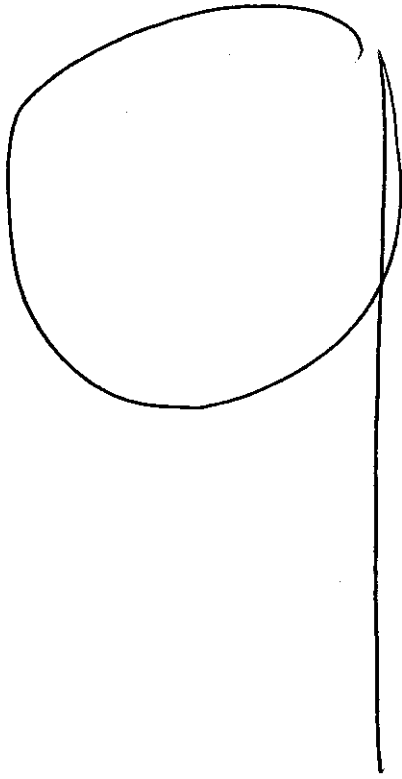


Figure 2.

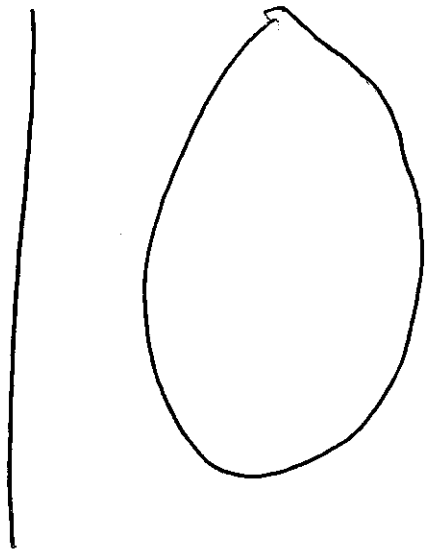
8. Place the starter cable on the bulkhead stud. Secure the cable terminal stud using nut remove in Step 4 (refer to Figure 1). Torque to 20 to 25 ft. lbs.
9. Close the engine compartment and curbside, rear side service compartment doors.

Procedure complete.



**PE09-043
REQUEST NUMBER NINE DATA**

The requested documents contain MCI Confidential Business Information. MCI has therefore submitted copies of the documents to NHTSA's Office of Chief Counsel.



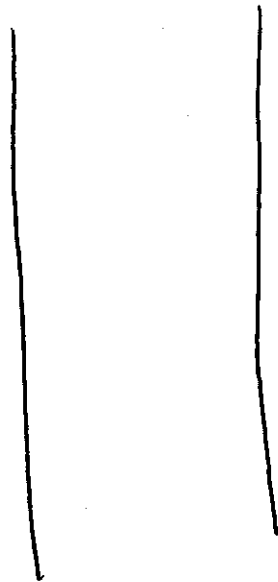
PE09-043
REQUEST NUMBER TEN DATA

The requested documents contain MCI Confidential Business Information. MCI has therefore submitted copies of the documents to NHTSA's Office of Chief Counsel.

PE09-043
REQUEST NUMBER TEN DATA

ECN #	ECN release date	Date incorporated into production	Vehicle Unit Number	Description of the change	Reason for the change	Part Name	Part # New	Revision	Part # Old	Date When Old component withdrawn from Service	Date new part available as a service component	Interchangable with earlier production components
47309	15-May-09											

REDACTED DATA



PE09-043
REQUEST NUMBER ELEVEN DATA

Component Name	Part Number	Model Year	Model	Date	Qty
07-14-4611 KIT-S60 STARTER CABLE,PRE-2007	07-14-4611	Unk	D4000	Aug-09	22
19-04-0419 Split clamp	19-04-0419	Unk	D4000	Sep-09	93
19-1-1072 BOLT-HEX,GR5,ZNC,25/PACK	19-1-1072PK	2001	Unk	Sep-09	2
19-2-37 LOCKWASHER-SPRING,SSTL,100/PK	19-2-37PK	2001	D4000	Sep-09	1
19-2-37 LOCKWASHER-SPRING,SSTL,100/PK	19-2-37PK	2006	D4500	Jan-09	1
19-4-264PK CLAMP-5/PACK	19-4-264PK	2007	D4505	Jan-09	4
7L-12-5251 CABLE-STARTER	7L-12-5251	2001	D4000	Apr-03	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2001	D4000	Sep-01	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4000	May-04	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4000	Nov-04	2
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Jun-06	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Apr-06	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Feb-06	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Jan-06	1
7L-12-987 CABLE-MOTOR,STARTER	7L-12-987	2007	D4500	Jan-09	2