

COMPLAINT ACTIVITY REPORT Case # 91309155 Texas

BBB Serving Dallas and Northeast

Consumer Info: DeJager, James
8365 S. Hwy. 89 SP. 19
Kirkland, AZ 86332
928 231-1678 928 231-1678
fmm_dj@yahoo.com

Business Info: Surefire Engines

800 790-9094

Location Involved: (Same as above)

Consumer's Original Complaint :

Purchased motor from Auto Zone it has 157 miles on motor when rear main seal went out pouring oil out of engine. Sure Fire has tried everything to avoid authorizing a claim number; after contacting AZ. Attorney General's Office they finally authorized claim number: 323014 Now they say I have to have repair done by a licensed shop, I called GM they estimated removal and replacement of motor at \$1900.00 that is without seal replacement, or inspection of journals, caps, or top end for damage do to low oil pressure... Sure Fire says they will pay \$800 when I provide pics of motor removal and replacement of seal. I have been stranded for 4 months paying lot rent, travel expenses, loss wages etc. not to mention the mental turmoil endured trying to resolve this issue...

Consumer's Desired Resolution:

I have offered numerous times to sign off on motor if they would pay to ship vehicle and myself to my destination (Pennsylvania) where I could facilitate repairs myself. At least then I know the job would be done properly. But now after all that this has cost me I would like a refund so, I can hire a transport company to haul vehicle to PN. I am a disabled vet. trying to get to a job...

BBB Processing

10/16/2014	web	BBB	Case Received by BBB
10/16/2014	RLW	BBB	Case Reviewed by BBB
10/16/2014	Otto	EMAIL	Send Acknowledgement to Consumer
10/16/2014	Otto	EMAIL	Notify Business of Dispute
10/17/2014	WEB	BBB	RECEIVE BUSINESS RESPONSE : Our initial contact with Mr DeJager was on

July 15, 2014 and based on the information provided by Mr. DeJager, his vehicle is a Motor Home with a GVWR between 10,001 and 14,000. As a result, we require proof of evidence of the actual GVWR from the Vehicle Identification Plate. We asked Mr. DeJager for this information. On August 27, 2014 Mr. DeJager contacted us and stated there is no plate on the vehicle. On September 2, 2014 we opened warranty claim 323014 for documentation and to explain the terms of the warranty. Mr. DeJager also demanded we pay transportation costs to have the vehicle towed from Arizona to Pennsylvania because he was moving to that state and once he arrived he would then seek a garage to look at the engine. We explained we would not pay to have his vehicle transported to Pennsylvania. In turn, he stated he would be getting with his attorney who would be in contact with us. No further contact has occurred since the September 2nd conversation. Engine was installed 9/30/2012 and per the terms of the warranty based on the information provided thus far the engine is out of the warranty terms by time and or no warranty applies based on being a Motor Home over 11,000 GVW. Mr. DeJager needs to provide documentation proving the vehicle is under the 11,000 GVW rating.

Following are excerpts of the warranty terms:

1. Definitions: Engine: As used in the warranty refers to the manufactured assembly (basic block, cylinder head and internal components) as assembled by SUREFIRE. Cylinder Head: As used in this warranty refers to the remanufactured cylinder head including those parts and accessories as supplied by SUREFIRE.

2. Term: The Warranty term begins on date of installation or 10 days after the original purchase date whichever is earlier. Gasoline Engines Automobiles and Light Trucks up to 11,000 GVW (Gross Vehicle Weight) This warranty shall exist for 36 months and has no mileage cap. Gasoline Engines Medium/Heavy Duty Trucks (Vehicles of over 11,000 lbs Gross Vehicle Weight) This warranty shall exist for 12 months or 12,000 miles whichever occurs first.

This warranty does not apply to products installed on any Recreational Vehicles over 11,000 pounds Gross Vehicle Weight which includes most Class A, Class B and Class C Motor Homes and Bus conversions. Additionally, products used in competitive racing or on commercial or rental race tracks are not warranted. SUREFIRE products are not warranted if used in an application for which they were not engineered e.g., using standard gasoline engines in a marine application.

3. Product Replaced Under Warranty: Product replaced under warranty carries the remainder of the original product's warranty term.

4. Standards: Subject to limitations listed herein, SUREFIRE ENGINES at its option, shall repair or replace a product within the warranty term after determination by SUREFIRE that the product is defective. All products are to be returned to SUREFIRE for inspection. Products not returned to SUREFIRE will not be warranted. All repairs and/or replacements covered by this warranty must have prior authorization from SUREFIRE. Unauthorized repairs will not be paid. Inspected products that are not covered by this warranty will be held in storage for 15 days. After 15 days the product will be disposed of.

5. Limitations: This warranty applies to products originally supplied by SUREFIRE. This warranty does not apply to or include any of the following:

A) Problems caused by parts that are not SUREFIRE parts.
 B) Damage as a result of Overheating, Lack of Lubrication, Fuel Wash or Contamination
 C) Damage resulting from Pre-Ignition or Detonation. Including but not limited to melted or broken piston, broken piston rings, damaged cylinder heads, leaking head gaskets, etc. For more information regarding pre-ignition and detonation please contact our Customer Service Department at 800-790-9094.
 D) Repair or replacement required as a result of any accident or misuse.
 E) Repair or replacement of any accessory or service item, including specifically but not limited to: all components of the cooling, fuel, electrical, exhaust and ignition systems in addition to all belts, hoses, sensors, switches and filters.
 F) Any product used for competition, racing or related purposes.
 G) Any product to which a device or accessory not conforming to original manufacturer's specifications has been installed.
 H) Damage as a result of electrolysis, including but not limited to, deterioration of engine components as a result of excessive electrical current.
 I) Improperly maintained coolant, and/or any product on which periodic maintenance services required by the original manufacturer have not been performed.
 J) Crankshaft Thrust Surface worn due to excessive forward pressure placed on the rear of the crankshaft.
 K) Damage resulting from improper repair(s) or attempted repair(s) by any service technician.
 L) Leaking carburetors, clogged fuel pipes, sticking valves, or other damage, caused by using contaminated or stale fuel.
 M) Parts which are scored or broken because an engine was operated with insufficient or contaminated lubricating oil or an incorrect grade of lubricating oil check and refill when necessary and change at recommended intervals. Engine damage may occur if oil level is not properly maintained.
 N) Repair or adjustment of associated parts or assemblies such as clutches and transmissions.
 O) Damage or wear to parts caused by dirt which entered the engine because of improper air cleaner maintenance, re-assembly or use of a non-original air cleaner element or cartridge. At recommended intervals, clean and/or replace the filter as stated in the Operator's Manual.
 P) Engine or equipment parts broken by excessive vibration caused by a loose engine mounting, improper attachment of equipment to engine crankshaft or other abuse in operation.
 Q) Lack of routine tune-up or adjustment of the engine.
 R) Engine or engine component failure, i.e., combustion chamber, valves, valve seats, valve guides or burned starter motor windings, caused by the use of alternate fuels such as liquefied petroleum, natural gas, altered gasoline, etc.
 S) Products used in manner that violates the terms of the SUREFIRE Owners Manual or is used for purposes other than their original intended use.
 6. Limited Liability: SUREFIRE's liability under this warranty is limited solely to the repair or replacement of defective product. SUREFIRE shall not be liable for any incidental, special, consequential or exemplary damages, including but not limited to rental cars, towing fees or for any service not expressly provided herein, relating to or arising from the SUREFIRE product.
 7. Limited Warranty: This warranty is given in lieu of all other warranties, expressed or implied, including any warranty or merchant ability, or fitness for a particular purpose on the part of SUREFIRE or the dealer installing the engine. No dealer nor any agent or employee thereof, is authorized to extend or modify this warranty.
 8. Labor Payments: SUREFIRE authorized repairs will be compensated at a rate not to exceed 100% of the Mitchell Repair Manual's published applicable flat-rate schedule. Hourly rates for all authorized labor claims will be paid in accordance with the original installation rate not to exceed \$50.00 per flat-rate hour for licensed repair facilities only and with a maximum payment eligibility of \$800 per claim except as otherwise noted. There is no labor provision for unlicensed mechanics or do-it-yourself repairs.

10/20/2014 LAY EMAIL Forward Business response to Consumer

10/24/2014 WEB BBB CUSTOMER DISSAT - MEMBER COMPANY - BBB REVIEW :

(The consumer indicated he/she **DID NOT accept the response from the business.**)

The SureFire Response has a number of inaccuracies:

- Paragraph 1 Line 2 states: "his vehicle is a Motor Home with a GVWR between 10,001 and 14,000". As I researched and reported to SureFire the GVW of this vehicle is approximately 4600 lbs.
- Paragraph 1 line 5-6 The claim number was issued Sept. 12, 2014 not Sept. 2, 2014 Following a visit from Milo (AutoZone representative sent down from Prescott AZ.) Milo took pictures and checked stickers/vin/man. plates on vehicle motor was installed.
- I demanded nothing; after SureFire Rep. stated that **SureFire issued warranty claim number (indicating that SureFire was indeed at fault)** SureFire would replace seal. Prior to the time oil leak was discovered I was maintaining a speed of approximately 60 MPH at this RPM with an oil leak as massive as this one was it is almost certain that engine would have been done as indicated by SureFire response itself

Definitions: 5 B) "Damage as a result of Overheating, Lack of Lubrication, fuel wash or contamination" and under Definitions: M) "Engine damage may occur if oil level is not properly maintained." This statement clearly indicates that lack of oil would cause irrefutable damage to engine. ***Why then would I accept a simple seal replacement when the SureFire manufactured motor had a defect resulting in that very thing?***

- Clearly this engine needs to be disassembled and checked for internal damage to journals, caps, mains, and upper end. What I did was ***offer SureFire a way out of warranty*** by offering them to ship my vehicle and myself to my destination so I could start work and facilitate the repairs at that time when I could be assured that these repairs would be done properly.
- The next misrepresentation would be in Paragraph 1 Line 8 "no warranty applies based on being a motor home over 11,000 lbs." as we have already determined this vehicle is not over 11,000 lbs. as indicated by SureFire when they issued the ***claim number on Sept. the 12th. 2014 following Milo's visit.***
- It is clear that SureFire ***will stop at nothing to avoid doing what is right*** and honoring their written warranty.