

March 12, 2012

RE: Proposed legislation SB 388, AN ACT CONCERNING WARRANTIES APPLICABLE TO VESSELS AND MARINE ENGINES

To whom it may concern:

I am writing this letter of support to ensure other fellow boat owners do not have to experience the frustration and anger that I experienced when I purchased my first new boat. In January 1999 I purchased a new boat, motor and trailer from Louis Marine of Westbrook, CT at the Hartford boat show.

The purchase price was \$14,500 for a new 18 ft. Maxum boat with a 150 horsepower Mercury engine and escort trailer. I had been a boater all my life but this was my first new boat purchase. I was a young father of 3 children and wanted them to experience the wonder/magic of boating that I experienced with my father on Gardner Lake in Montville, CT and I wanted to do it with a new boat vs. the used boats that I grew up with.

I picked my new boat up on April 15, 1999. I launched it the next day and had nothing but problems and frustrations from then on. After my initial launch and inspection of the boat there were 11 items that I found that needed to be corrected. One of the most disturbing issues while sitting moored at the dock the first day was the water line in the stern area was over the circular access hole and as such water was leaking into the boat. A pretty basic issue you that you wouldn't expect when you buy a new boat. Then I noticed the bilge pump was not automatic and therefore the water would have continued to seep into the boat and essentially sink. When I called the dealer that Saturday morning to tell him he said "We knew about that as we have had one other boat with same problem and we have convinced the manufacturer that the area should be resurfaced and the access hole eliminated and also install an automatic bilge pump." This is an egregious statement and major safety concern for all boating consumers. He also said, "We were going to contact you in July when our service slows down to remedy the problem." I was appalled that a dealer would send out a new boat knowing that it could possibly sink!!! On top of that not tell the consumer and call them in a couple of months when it is convenient for them to fix a major safety problem that they knew about. I told the dealer that I had 10 other issues and I expected them corrected prior to their "slow" season.

The other major problem was rain water in the main part of the boat goes down to the hull bottom of the boat and drains to the bilge pump area. Well the drains that go to the rear of the boat had been fiber glassed over and the water would not drain to the bilge pump area. I told the service manager that two basic premises for a boat is that water should not leak in and if it does it should drain to the bilge area.

I will briefly list the other items:

1. Steers hard to left, another safety concern.
2. Motor is difficult to start and stalls constantly, another safety concern.
3. Numerous snaps on boat cover missing.
4. Boat cover seems small as hard to snap on the snaps that are there.
5. Several lights on trailer do not work.
6. No owner's manual with boat.
7. Bimini top was not included as promised.
8. Shifting of boat neutral to forward is very difficult (clanking).
9. Ski bar says no tubing allowed?? If you can ski off but not tube?

I took the boat back to the dealer (45 minutes away) and dropped off to be fixed with my list of items. After no word for two weeks I called and the service manager said he lost my list. I had to refax to him and he needed another two weeks.

I picked up the boat after another couple of weeks. I brought the boat back home and to my amazement several items were still not fixed. He then came to my house the following week to test at my home as I complained of taking boat back and forth 45 minutes each way. He corrected several of the items including drilling out the fiberglass so water ran to bilge area, etc. He then said the steering is so bad that he will recommend from tubular to hydraulic steering system and I would have to bring the boat back in to their shop to have repaired. The motor was still running rough and stalling out and not shifting properly. After being referred to A. J. Garcia of Maxum (referred by service mgr. after my continued complaints), Mr. Garcia suggested another dealer work on boat "as Louis Marine's service manager does not appear to be getting the job done". I then brought boat to Niantic Bay Marina in East Lyme, who installed the hydraulic steering and tried to correct engine, but never to my satisfaction. This whole process took place over the entire summer season and I was deprived of the enjoyment and use of product purchased for \$14,500 in January, 1999.

*I called the owner of Louis Marine to express my frustration after all these ongoing issues and he agreed I was entitled to a new motor.* He called the manufacturer to get me a new motor, but they wanted additional tests, etc., After telling me he was going to get me a new motor and then calling me back to tell me the manufacturer said no, I became very angry and told him I would be getting my attorney involved. He then said since I was going to be contacting an attorney he could no longer speak to me. So he promised me a new motor and then said no!! When the dealer even says I need a new motor and the manufacturer says no what recourse is there to the consumer. I called the consumer affairs division of Mercury and Maxum and they had no record of my complaints or issues. This means these dealers are not communicating the problems and documenting accordingly. In regards to someone taking the lead, I was told I had to go through boat manufacturer vs. motor, so that means in my opinion the boat manufacturer

must take the lead responsibility as they chose the motor, just like Ford chooses the tire for a car and Ford takes ultimate responsibility.

As you can tell from this brief summary I kept getting the runaround and at this point I wanted my money back. Except now I can't do that because there is no lemon law for boats. The DMV oversees the registration of boats, just like cars and motorcycles, and as such a lemon law should also apply to boats. I understand there are two manufacturers involved (boat and motor) which is different from cars and motorcycles, however, this should not matter as motors can be removed from a boat and vice versa. Dealerships need to be held accountable in addition to the manufacturers. A team approach to the blame and responsibility. The State of CT Department of Consumer protection sent a letter to dealer and said dealer would contact me to resolve issues, nothing ever happened, there was no follow through from state agencies. I would have been willing to have the product replaced vs. money back but I was never offered that option, sometimes there are just some bad products produced and consumers should be able to have them replaced after documented problems and inability to correct to the satisfaction of a consumer.

I am not sure how many other new boat owners have had issues like mine but it doesn't matter as no one should have to go through this after purchasing a new product for \$14,500. My state representative, Dr. Kevin Ryan, has previously attempted to have this law brought to the CT General Assembly for a vote. I apologize for not being able to attend the hearing scheduled for Monday March 12, 2012 in person but I have a conflict with my job and cannot attend.

There needs to be substantive recourse to consumers and I believe the lemon law is the way to accomplish said recourse. Please don't make other boat owners go through what I have had to go through. I have an entire file on these matters and literally spent hours and hours trying to resolve and still was never satisfied with the product or my ability for recourse. The safety issues aside, these other matters are just as important when buying a new product. The manufacturers and dealers need to be held accountable.

I thank you for allowing this letter to be read into the hearing as my testimony and if anyone has any questions I can be reached at \_\_\_\_\_ My address is \_\_\_\_\_

Sincerely,

Brian P. McNamara

