



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

INFORMATION REDACTED PURSUANT TO THE FREEDOM
OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

1200 New Jersey Avenue, SE
Washington, DC 20590

January 6, 2017

The Honorable Bill Nelson
United States Senator
Landmark Two
225 East Robinson Street, Suite 410
Orlando, FL 32801

NEF-109 rrr
Ref. No. 10926921

Dear Senator Nelson:

Thank you for your correspondence on behalf of your constituent, [REDACTED] concerning her model year (MY) 2005 Lexus RX330 vehicle. Your correspondence was forwarded to the National Highway Traffic Safety Administration (NHTSA). I am pleased to respond.

NHTSA is the Federal agency responsible for improving safety on our Nation's highways. We are authorized to order manufacturers to recall and repair vehicles or motor vehicle equipment when our investigations indicate that they contain safety defects in their design, construction, or performance. We also monitor the adequacy of manufacturers' recall campaigns. In order for the agency to initiate an investigation, we look carefully at the body of consumer complaints and other available data to determine whether a defect trend may exist. We do not have authority to act on isolated problems or resolve disputes between individual owners, dealers, or manufacturers.

[REDACTED] asserts that pieces of the cracked dashboard in her MY 2005 Lexus RX330 vehicle will become shrapnel in a head on collision and cause injuries to her and her family. A friend advised her of a number of complaints for this problem. She received an interim notification from Lexus indicating that they were aware of the problem and replacing the cracked dashboards. [REDACTED] contacted her dealer upon receipt of a final notice from Lexus and she was put on a wait list. However, after 2 years and numerous phone calls, the dashboard still has not been replaced. [REDACTED] feels that Lexus is purposely delaying the repair to avoid incurring warranty expenses.

The notification [REDACTED] references is a Lexus Warranty Enhancement Program (Bulletin No. POL14-03, enclosed). Lexus received reports of cracking and melting dashboards in certain vehicles MY 2004 through MY 2006 Lexus RX330 vehicles. As a result, they extended the dashboard primary warranty coverage to May 31, 2017 regardless of mileage or in service date. They also enhanced the dashboard warranty for some owners to 10 years from the first in service date, regardless of mileage.

Please note that a manufacturer's warranty extension program is not a recall. The issuance of a warranty extension does not necessarily reflect the existence of a safety-related defect in accordance with our statute, the National Traffic and Motor Vehicle Safety Act.

The Honorable Bill Nelson

Manufacturers may extend the warranty of a specific component or vehicle system to address a known problem and restore customer satisfaction. NHTSA understands [REDACTED] frustration; however, we have no authority over Lexus with regard to timeliness of the dashboard replacement in her vehicle. We recommend that [REDACTED] continue to work with Lexus and her dealer for further assistance regarding this matter.

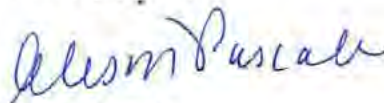
As a courtesy, we reviewed our database in an effort to identify whether a safety defect trend exists with regard to cracking dashboards in MY 2005 Lexus RX330 vehicles. Our review of the complaints related to this issue indicates a significant customer satisfaction issue but not a safety defect trend. The majority of complaints relay frustration with the appearance of the dashboard and the cost to replace it. We did not identify any reports of injuries caused by the defective dashboard or an unreasonable risk to safety as described in our authorizing statute. At this time, there is insufficient evidence to warrant opening a safety defect investigation or to initiate a recall. The information you provided has been added to our database. It will be considered with future reports to identify any safety defect trends that may require our attention. We enclosed a brochure for [REDACTED] information explaining NHTSA's investigation and recall process, which is also on our website at www-odi.nhtsa.dot.gov/recalls/recallprocess.cfm.

[REDACTED] may consider contacting her local Consumer Protection Agency or the Florida Office of the Attorney General regarding her problem and rights under the State laws. She may also ask her dealership for a meeting with a Lexus district manager regarding her problem. In addition, the Federal Trade Commission (FTC) has jurisdiction over non-safety defects, paint, fraud or deception, warranty and dealership problems, remuneration matters, and fair trade practices. There are three ways to contact the FTC: by toll free telephone at 877-382-4357; by mail at Federal Trade Commission, CRC-240, Washington, DC 20580; and by using the Internet complaint form at www.ftccomplaintassistant.gov.

[REDACTED] may also consider contacting the Better Business Bureau (BBB) Auto Line. The BBB offers free mediation/arbitration to resolve warranty disputes under guidelines established by the FTC. Remedies include repair, reimbursement, repurchase or replacement, depending on program eligibility. [REDACTED] can visit their website at www.bbb.org to file a complaint and review eligibility information, or call the BBB Auto Line at 800-955-5100.

I hope this information is helpful. If you have any questions, please contact me or Mr. Jeffrey M. Giuseppe, Acting Associate Administrator for Enforcement, at 202-493-2631.

Sincerely yours,



Alison Pascale
Director, Governmental Affairs,
Policy and Strategic Planning

Enclosures

cc: Washington Office

Re: <VIN>

Dear Lexus Owner

At Lexus, we are dedicated to providing vehicles of outstanding quality and value. As part of our continual efforts to ensure customer satisfaction, Lexus would like to advise you of an enhancement to portions of your Lexus New Vehicle Limited Warranty. This program will extend the warranty coverage for repairs related to any cracked and/or sticky/melting Dashboards (Instrument Panels) as a result of heat or humidity on 2007-2008 model year ES 350, 2003-2008 model year GX 470, 2004-2006 model year RX 330, 2007-2009 model year RX 350, and 2005-2008 model year RX 400h vehicles.

Please Note: Dashboards can become cracked and/or sticky/melted over time for a number of different reasons and under a number of different circumstances. If the Dashboard has become cracked and/or sticky/melted as a result of heat or humidity, the repair will be performed at **no charge** as soon as parts become available.

What should you do?

At this time Lexus is currently preparing the necessary parts to implement this Warranty Enhancement Program, and anticipates that it will take several months to finish preparing and obtaining the necessary parts. Therefore, we are notifying you of the upcoming warranty enhancement program and providing means for you to seek reimbursement for any out of pocket costs you may have incurred in making previous repairs to cracked and/or sticky/melting Dashboards as a result of heat or humidity.

We will send you another owner notification letter once sufficient parts have been prepared and obtained for replacement due to this cosmetic condition. If you have not experienced the condition described, there is no action necessary at this time. Please apply the sticker below to your Owner's Manual Supplement/Warranty & Services Guide Information booklet for future reference.

Warranty Enhancement Program Details

This Warranty Enhancement Program provides a Primary and Secondary warranty extension to your vehicle's "New Vehicle Limited Warranty" as it applies to the Dashboard (Instrument Panel). The specific condition covered by this program is a cracked and/or sticky/melting Dashboard in a covered vehicle as a result of heat or humidity. If the condition is verified, the repair will be performed in accordance with the applicable Technical Service Bulletin under the terms of this Warranty Enhancement Program.

- The **Primary Coverage** offers warranty enhancement until May 31, 2017, regardless of mileage or date of first use of the vehicle.
- **Secondary Coverage** supplements the Primary Coverage for some owners by offering the warranty enhancement described herein for **10 years from the date of first use of the vehicle, regardless of mileage**. For instance, if you own a 2009 RX 350 that was first used on January 1, 2010, you are entitled to the warranty enhancement through January 1, 2020.

Please note that this coverage is for warranty work performed for the covered Dashboards at an authorized Lexus dealer only. A maximum of one dashboard replacement can be performed, if eligible, under this Warranty Enhancement Program.

This Warranty Enhancement Program is limited to your specific vehicle whose Vehicle Identification Number (VIN) is printed below and is subject to the same terms, conditions, and limitations set forth in the New Vehicle Limited Warranty Section of your Owner's Warranty Information booklet, with the exception of the warranty enhancement coverage for this specific condition. For example, damage from abuse, an accident, theft and/or vandalism is not covered by the New Vehicle Limited Warranty or this warranty enhancement. To the extent your New Vehicle Limited Warranty has expired, it is being extended only as to the specific condition and parts identified above, subject to the terms, conditions, and limitations in that Warranty.

* Please see your Lexus dealer for additional details.

VIN # _____
Date of First Use _____

Peel and Stick label
onto the Owner's
Manual
Supplement/Warranty
& Service Guide
Information booklet

If you would like to update your vehicle ownership or contact information, please go to www.lexusdrivers.com. You will need your full 17-digit Vehicle Identification Number (VIN) to update your profile.

If you have previously paid for repairs to address any cracked and/or sticky/melting Dashboard as a result of heat or humidity, please mail a copy of your repair order, proof-of-payment, and proof-of-ownership to the following address for reimbursement consideration:

Lexus, A Division of Toyota Motor Sales, USA, Inc.
Lexus Customer Assistance Center L201
19001 South Western Avenue
Torrance, CA 90509

*Please refer to the attached Reimbursement Checklist for required documentation details.

We have sent this notice in the interest of your continued satisfaction with our products.

Sincerely,

LEXUS, A DIVISION OF TOYOTA MOTOR SALES, U.S.A., INC