

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

[REDACTED]
Cleburne, TX [REDACTED]

Phone [REDACTED]

National Highway Traffic Safety Administration

1200 New Jersey Avenue, SE

Washington, D.C. 20590

NHTSA ID Number: 11452064

I purchased my 2007 Nissan Pathfinder in 2015 from a used dealership. The sale included a screenshot of your website, showing no active recall for the vehicle. It however did not disclose any of the hundreds of unresolved complaints regarding the issue at hand. I filed over a year ago and have not had any response from neither you nor Nissan.

The original transmission had coolant throughout and was replaced with a **remanufactured** equivalent, along with radiator, head gaskets, water pump, and thermostat. Two thousand miles later, roughly 30 days, the heater hose ruptures again, while I'm on the highway at 70 mph. The nearest Nissan service center was only a 10-mile tow and that I wasn't rear-ended after losing engine power. Their analysis is that the previous incident of the cross contamination caused the head to warp and recommend a new motor!!! Of course this was not disclosed until after another thousand dollars of parts and labor, one week later. I have already spent the book value out of my own pocket in towing, parts and labor. I have had to reluctantly pass on several opportunities for advancement simply due to the truck being down.

For what it's worth, I'm a disabled vet, trying to attend classes 50 miles away, 4 days a week. My subsistence allowance is attendance based. I don't have another five thousand to correct a fatal flaw in an otherwise dependable vehicle that's only worth five on the market. I am seeing a **higher rate of similar occurrence** among fellow owners as well, as our vehicles reach a certain maturity. I ask that you do something to fix this with urgency. In fairness, I believe Nissan should replace the entire engine, cooling and transmission systems for affected owners. I have documents, photos, video, and engine fluid samples to substantiate my claims.

Respectfully,

[REDACTED]
March 21, 2023
[REDACTED]

SERVICE ADVISOR: 3403 METZ, NICHOLAS

DATE	07	NISSAN PATHFINDER	VIN	5N1AR18W87	LICENSE	MILEAGE IN/OUT	TAG
DATE	03MAR23	DD	PROD. DATE	13:35 03MAR23	PONO.	215184/	INV. DATE
R.O. OPENED		READY	OPTIONS:	ENG: 4.0 Liter Gas	RATE	PAYMENT	CASH
03MAR2023 12:40							

LINE	OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A 50			CP	General Concern [Customer states heater hose is busted. Check engine light is on. Check and advise.] <i>Replace Heater HOSES</i>

P1217 - OVERTEMP. - *Replace Heater HOSES 3.0*
COOLANT flush 1.0
P0306 - Cyl G MIS - *Replace 1 IGN coil 1.5*
P0420 - Bl cat - *1st trip MCH GO away*
With mis correction
P0327 - KNOCK B1 - *7 will NOT SET CEL*
P0332 - KNOCK B2

Replaced all ign coils

White smoke on start up. COOLANT intrusion occurring possible warped head/block REC Engine R/R - 20.00 hours

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED
ESTIMATE (1)

DATE

TIME

REVISED
ESTIMATE (2)

REVISED
ESTIMATE (3)

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

TECHNICIAN COPY

FINAL

Subject: **2005-10 Frontier, Pathfinder, and Xterra Radiator Assembly
Additional Warranty Extension**

Attention: **Dealer Principals, Sales, Parts and Service Managers**

***** Warranty Extension Announcement *****

Nissan has decided in the interest of customer satisfaction, to further extend the warranty for the Radiator Assembly on all 2005-10 Frontier, Pathfinder, and Xterra vehicles equipped with automatic transmissions.

On a small percentage of vehicles, an internal crack on the oil cooler tube may occur leading to internal leakage of engine coolant. While the majority of vehicles will not experience this issue, for customer satisfaction purposes, Nissan has decided to further extend the coverage of the New Vehicle Limited Warranty on the radiator assembly, subject to certain customer co-pays that vary with age/mileage.

The New Vehicle Limited Warranty coverage on applied vehicles for the Radiator Assembly (original terms 3 years/36,000 miles) will be extended from the current extension of 8 years/80,000 miles to 10 years/100,000 miles (whichever occurs first), including damage, repairs, replacement, and towing resulting from this issue.

With the additional extension, the following warranty coverage and corresponding customer co-pays will now apply:

- Up to 8 years/80,000 miles (whichever comes first): **No customer co-pay**
- After 8 years/80,000 miles (whichever comes first) up to 9 years/90,000 miles (whichever comes first): **Customer co-pay is \$2,500**
- After 9 years/90,000 miles (whichever comes first) up to 10 years/100,000 miles (whichever comes first): **Customer co-pay is \$3,000**

As with the prior extension, this extension of warranty on the radiator assembly will cover damage caused to other affected components, including the vehicle transmission, as a result of an internal leakage condition in the radiator assembly. However, existing powertrain coverage applicable to the transmission (5 years/50,000 miles) otherwise remains unchanged.

***** Extended Service Contracts *****

If a customer has other coverage such as an extended service contract, then all or a portion of the customer co-pay may be covered, depending on the specific terms, conditions, and exclusions in the service contract documents.

***** Customer Reimbursement *****

Additionally, subject to certain terms, conditions, and exclusions, Nissan will reimburse eligible customers who already have paid to have a radiator assembly or other affected

FINAL

components repaired or replaced due to the internal leakage condition, if the repair/replacement would have been covered under this extension.

Access to complete information and instructions including a reimbursement claim form will be available to customers at www.nissanassist.com on November 1, 2012.

Reimbursement claim forms may be submitted either online after November 1st or by mail after January 7, 2013. The mailing address for a reimbursement claim form submitted pursuant to this warranty extension is:

**Nissan Radiator/Transmission Cooler Reimbursement Claims Headquarters
P.O. Box 43132
Providence, RI 02940-3132**

For customer questions concerning reimbursement eligibility, Nissan has established a dedicated toll-free number at **1-877-208-9275**.

For questions not concerning reimbursement eligibility, but this warranty extension in general, please direct customers to Nissan Consumer Affairs at **1-800-NISSAN1 (1-800-647-7261)**.

******* SERVICE COMM *******

Dealers can confirm coverage by checking the SERVICE COMM warranty extension screen. Eligible vehicles will display similar to below:

• RADIATOR WITH A/T COOLER WRNTY EXTN	XX/XX/XX	80,000 MI
• RAD 80-90K W/COPAY \$2500 WBI12-028	XX/XX/XX	90,000 MI
• RAD 90-100K W/COPAY \$3000 WBI12-028	XX/XX/XX	100,000 MI

Please note the reference to Warranty Information Bulletin WBI12-028. A copy of this bulletin is included with this announcement.

******* Owner Notification *******

Nissan plans to begin notifying vehicle owners in late October, 2012 and will continue through the end of December, 2012.

Note: As a courtesy, please ensure the sticker located on the bottom of the owner's letter is placed on the cover of their Nissan Warranty Information Booklet for any vehicle for which this warranty extension is applied.

******* Virtual Academy *******

Nissan will have a training module "Nissan Radiator Warranty Extension" available on Virtual Academy later in October which will cover terms of the Warranty Extension, customer co-pays, and claims processing. An announcement will be made once this training is available.

Nissan Parts and Service Dealer Support
10/12/12

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FAQ

Q. What model year Frontier, Pathfinder, and Xterra vehicles are involved?

A. All 2005-10 Frontier, Pathfinder and Xterra vehicles equipped with automatic transmissions.

Q. What is the reason for this warranty extension?

A. To ensure customer satisfaction. On a small percentage of vehicles, an internal crack on the AT oil cooler tube inside the radiator might occur leading to internal leakage of engine coolant.

Q. When will vehicle owners be notified?

A. Nissan plans to begin notifying vehicle owners in late October, 2012 and will continue through the end of December, 2012.

Q. How do I confirm coverage for an affected vehicle in SERVICE COMM?

A. Dealers can confirm coverage by checking the SERVICE COMM warranty extension screen. Eligible vehicles will display similar to below:

• RADIATOR WITH A/T COOLER WRNTY EXTN	XX/XX/XX	80,000 MI
• RAD 80-90K W/COPAY \$2500 WBI12-028	XX/XX/XX	90,000 MI
• RAD 90-100K W/COPAY \$3000 WBI12-028	XX/XX/XX	100,000 MI

Q. A customer brought in a 2005-10 Frontier, Pathfinder, or Xterra vehicle but they did not receive a letter. How can I tell if the vehicle qualifies for the Warranty Extension?

A. Coverage can be confirmed in SERVICE COMM warranty extension screen.

Q. Does this Warranty Extension apply to any other Nissan (or Infiniti) models?

A. No, this Warranty Extension does not apply to any other Nissan (or Infiniti) models.

Q. Will a rental vehicle be provided while the dealer is servicing the vehicle?

A. No. Rental vehicle is not included in the warranty.

Q. Do you have any information on the Class Action Settlement?

A. By January 2013, owners should receive, if not already, a notice letter that describes certain aspects of the reimbursement process, and also describes settlement terms of a class action lawsuit involving allegations of a defect in the radiator assembly. Nissan recommends they read that letter carefully, as it may affect their legal rights.

If you have additional questions concerning the Class Action Settlement, please call the toll-free number dedicated to the Class Action Settlement at **1-877-208-9275**. Or you can visit the website dedicated to the Class Action Settlement, which is www.nissanatoilcoolersettlement.com.

Cleburne, TX

NORTH TEXAS TX P&DC
DALLAS TX 750
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NHTSA
SAFETY/RECALLS

NEF

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