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QUALITY ACTION

CAMPAIGN BULLETIN

White Paint Delamination Warranty Extension Dealer Notification

Reference: Pearl White Paint
Date: January 10, 2020

Attention: Dealer Principal, Sales, Service, Parts Managers, and Warranty Admin

Affected Models/Years:	Affected Population:	Dealer Inventory:	SERVICE COMM* Activation date:	Stop Sale In Effect
2013 Rogue**	5,528	NA	January 10, 2020	NO

* Eligibility will appear on the warranty extension page of Service Comm

** Limited to a specific production date range

On October 17, 2019, Nissan distributed a dealer announcement notifying dealers of a proposed class action settlement (*Nelson v. Nissan North America, Inc.*, Case No. 3:17-cv-01114 (M.D. Tenn.)), concerning paint peeling on Nissan Rogue vehicles. The announcement provided a copy of notices sent to affected owners.

A court hearing occurred on December 19, 2019 and the proposed settlement was approved by the presiding court for owners of **pearl white Nissan Rogues produced between January 11, 2013 and April 23, 2013.**

Owners of eligible vehicles will receive a notification of the settlement from the third party settlement administrator indicating their eligibility for the following:

- Warranty extension of 48 months and unlimited miles to their current 36 month/36,000 mile new vehicle limited warranty for a total of 84 months/unlimited mile warranty coverage for the pearl white paint for delamination
- The paint warranty extension will allow for a one-time full vehicle repaint (subject to a customer copayment)

Time from New Vehicle Limited Warranty Expiration	Nissan Expense Coverage	Customer Copay
Up to 2 Years	90%	10%
3-4 Years	70%	30%

- Eligible owners can also obtain coverage for rental car (**\$400 max**) arising from the repaint
- Eligibility for Nissan’s Vehicle Purchase Program (A-Plan) until **April 30, 2020.**

Settlement details for this warranty extension can be found at the following website: www.vehiclepaintsettlement.com

******* What Dealers Should Do *******

1. Dealers should handle all paint repairs under this warranty extension for the customer.
 - Owners will present their vehicle at a Nissan dealer for an inspection and estimate.
 - Dealers will determine if paint delamination occurred and contact a local, Nissan certified, body shop to prepare an estimate when applicable.
 - Paint delamination examples:



- Dealers will submit the estimate to the warranty claims call center using the pre-approval form available in ASIST (see #3).
- Dealers will inform owners of their copayment amount after receiving pre-approval from the warranty claims call center using the online form in ASIST and obtain owner authorization to repair.
- Once owner approval is received, dealers will authorize certified shops to conduct repairs.

Note: Dealers are responsible for collecting customer copayment amounts from the customer and paying the certified shop for the repairs

- Dealers will be given an administration fee of **\$280** for handling this process for the customer
2. Warranty Coverages for pearl white paint delamination:
 - Rental/loaner vehicle coverage (**\$400 max**) is available while the vehicle is being repaired at the certified shop.
 - Owners should continue driving their vehicle while waiting for an opening in a certified shop's schedule.
 - Labor totals are determined using the flat rate in the Paint Flat Rate Manual.

Covered expenses are:

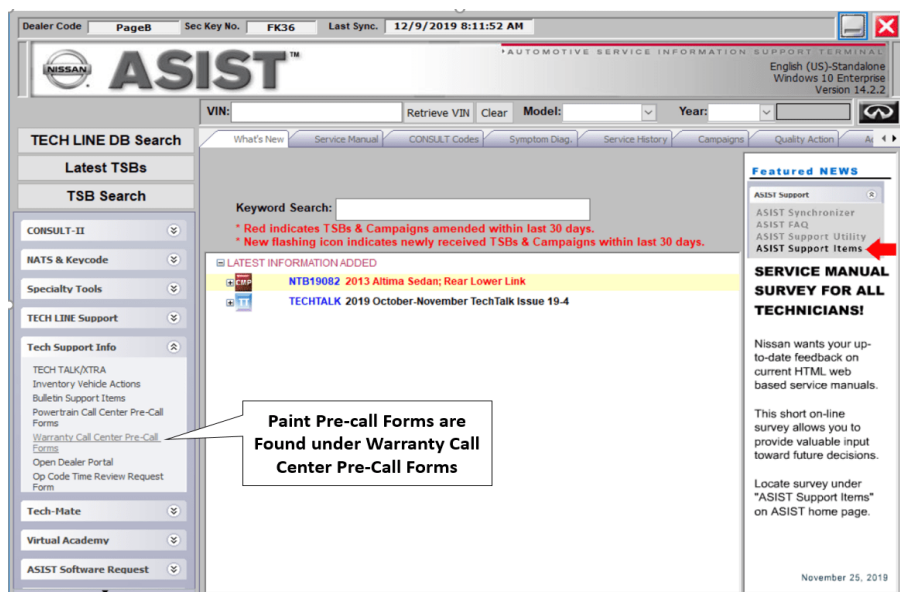
- Remove and install front and rear bumpers, preparation for paint, and painting
- Remove and install both front headlamps
- Remove and install hood insulator and hood, preparation for paint, and painting
- Remove and install right and left fender liners, mud guards, and finish molding, front fender preparation for paint, and painting
- Remove and install antenna assembly
- Tape off front windshield and remove and install wiper arms and windshield washer nozzles
- Remove and install roof moldings, roof rack/rail, and drop/reinstall headliner, preparation for painting, and painting
- Blend right and left aperture assembly for pillars, rocker, and floor

- Remove and install front/rear door weather-stripping, door handles, and trim panels
- Remove and install left and right mirror assemblies, prep door assemblies for painting, and painting
- Tape off quarter glass, remove and install upper quarter panel trim, mud guards, and preparation for paint, and painting (including blending of fuel door)
- Remove and install rear liftgate door lock, emblems, nameplate, rear spoiler, liftgate assembly, rear camera, weather-strip and side/upper trim, preparation for paint, and painting
- Remove and install rear tail lamp, backup lamp, high mount lamp in rear spoiler, and license plate lamps
- Labor for post-repair scan, resetting moonroof auto close and window pinch protection, color sanding and buffing, masking for overspray, disconnecting and reconnecting the battery
- Paint, materials, and hazardous waste fees
- Parts removed that cannot be reinstalled (clips, fasteners, body moldings, emblems, badging, and nameplates)

What is not covered:

- Glass removal
- Rust (see Frequently Asked Questions for additional details)
- Body damage from collisions, dents, scratches, etc.
- Missing trim/moldings
- Removal and installation of any aftermarket parts

3. Dealers will get pre-approval for the estimate through the warranty claims call center
 - The pre-call form is located on ASIST under **Tech Support Tools**. Look for a link entitled **"Warranty Call Center Pre-Call Forms"**.



- Enter dealer code and VIN and then select **"Paint Warranty"**.

- Enter the general information and include an email address for response in the "send copy of this form to:" section.

- Select "**Delamination**" and enter the following Operations coding. Then attach any files and photos for the vehicle.

DESCRIPTION	PO	OP CODE	SYM	DIA	FRT
Refinish Block Repair (Complete Body With All Colored Plastic)	Z00HAA	Z00HAA	ZB	77	46.3 hrs.
Prep & Mix Time		ZZ99AA			1.7 hrs.

Any vehicle reconditioning required beyond the time and material amounts specified are the responsibility of the customer and should be invoiced to them separately.

Upon approval and completion of work, Dealer should submit a Primary Operation (PO) for the full claim amount without deducting the customer copayment amount shown in the table on page 1. The warranty system will apply and deduct the appropriate customer copayment amount.

Expense Code	Description	Max Amount
019	Paint & Materials	\$1,200
502	Car Rental	\$400
536	Admin Allowance	\$280

Please refer to WBP19-017 for additional information on rental guidelines

Rental must be claimed as Factory Warranty (FW) under the warranty extension and not Factory Goodwill (FG).

NISSAN NORTH AMERICA, INC.
Aftersales DIVISION

Frequently Asked Questions (FAQ):

Q. Is this a recall?

A. No. This is not a recall. This is a warranty extension, which requires a variable customer copayment based on how many months the vehicle is outside of the new vehicle limited warranty.

Q. Are all 2013 Rogue models eligible?

A. No. Only specific vehicles produced between January 11, 2013 and April 23, 2013.

Q. How long is the warranty extension?

A. The warranty is extended for 48 months and unlimited miles from the vehicle's original 36 month/36,000 mile new vehicle limited warranty for a total of 84 months/unlimited mile warranty coverage for the pearl white paint for delamination.

Q. How can a dealer identify vehicles eligible for the warranty extension and the required copay?

A. Dealers can refer to the warranty extension page of Service Comm for eligibility. The amount of copayment can be determined by the amount of time elapsed from the expiration of new vehicle limited warranty. The customer copayment amount will be confirmed by the paint estimate pre-approval process.

Q. What will be the corrective action?

A. Dealers will work with a certified Nissan body shop to repaint the entire vehicle one time. The customer will have a variable copayment based on how many months the vehicle is outside of the new vehicle limited warranty.

Q. The vehicle requires additional preparation for paint beyond the allotted time and the customer declines to pay this additional expense. How should I proceed?

A. Any vehicle reconditioning required beyond the time and material amounts specified are the responsibility of the customer. This expense will be in addition to the copayment. If the customer declines and the certified shop is unwilling to guarantee the repaint with the vehicle's current condition, the dealer and certified shop should have the customer sign an acknowledgement indicating they are declining the recommended vehicle conditioning and the repaint quality cannot be guaranteed if the customer elects to continue with repainting the vehicle without recommended reconditioning/repairs.

Q. Will a rental car be provided while the vehicle is being repainted?

A. Yes, affected owners may request a rental vehicle up to a \$400 maximum cost while their vehicle is being repainted. Rental vehicles should only be provided during the time the vehicle is being repainted. Owners should continue driving their vehicle while waiting for an opening in a certified shop's schedule.

Q. Can customers choose to use a non-certified Nissan body shop?

A. No.

Q. Is pearl white the only color covered under this warranty extension?

A. Yes.

Q. How can owners take advantage of the vehicle purchase incentive?

A. Owners can contact Nissan Customer Assistance at (800) 647-7261 and select option 2 between the hours of 7am and 7pm Central Time Monday to Friday and 7am to 6pm Central Time on Saturdays.

Q. Is the vehicle purchase incentive offer (VPP A-Plan) available for a limited time?

A. Yes. Owners must choose to exercise their purchase offer by April 30, 2020.

Q. Can owners get their vehicle repainted and exercise the vehicle purchase incentive?

A. Yes. However, only individual owners are eligible to claim the repaint. Dealers cannot claim a repaint on vehicles acquired through trading or auction purchases.

Q. Can owners exercise the vehicle purchase incentive and seek reimbursement for past vehicle repainting expenses resulting from white paint delamination within the time limits of the extended warranty?

A. Yes. However, only individual owners are eligible to claim the repaint. Dealers cannot claim a repaint on vehicles acquired through trading or auction purchases.

Q. If owners have paid for partial repainting within the time limits of the extended warranty, can they receive reimbursement of previous expenses and have their entire vehicle repainted?

A. Yes. Owners should visit www.vehiclepaintsettlement.com for instructions on submitting a reimbursement claim. Owners can also present their vehicle at any Nissan dealer for an inspection and repainting estimate.

Q. How can owners seek reimbursement for repairs previously conducted?

A. Instructions for submitting a reimbursement claim can be found at www.vehiclepaintsettlement.com.

Q. How is potential parts replacement coverage determined during the estimation process?

A. Any parts replacement, including one time use parts, should be included in the estimate submitted to the warranty claims call center as part of the pre-authorization process. The warranty claims call center will advise which parts can be covered under this warranty extension.

Q. How should owner concerns about corrosion of areas where the paint has delaminated be addressed?

A. If the corrosion was caused by environmental exposure as a result of paint delamination, the cost of repairs should be submitted to the warranty claims call center as part of the pre-authorization process. The warranty call center will make a determination on coverage for this expense. If the determination results in customer responsibility and the customer declines to repair the corrosion, the dealer and certified shop should have the customer sign an acknowledgement indicating they are declining the recommended vehicle conditioning and the repaint quality cannot be guaranteed if the customer elects to continue with repainting the vehicle without recommended reconditioning/repairs.

Q. What can a customer with paint delamination concerns do if their vehicle is not included in this settlement?

A. If a customer has a paint peeling concern on a vehicle not included in this settlement, they can contact Nissan Consumer Affairs at 1-800-NISSAN1 (647-7261) with their concern. Owners should have proof of vehicle ownership and documentation of any expenses incurred.

Q. How will affected owners be notified of this class action settlement?

A. Eligible owners will be notified by U.S. mail beginning in January 2020.

Q. What will owners be told in the settlement notice?

A. Eligible owners will receive a notification via U.S. Mail with the following information:

This notice supplements the mailing you received in October 2019 regarding the proposed settlement in *Nelson v. Nissan North America, Inc.*, Case No. 3:17-cv-01114 (M.D. Tenn.), a class action lawsuit concerning paint peeling in Nissan Rogue.

The settlement received final court approval on December 19, 2019. Class Members who have completed a repaint at their own expense may now submit a valid reimbursement claim any time **through December 19, 2020**. Instructions for submitting a reimbursement claim can be found at www.vehiclepaintsettlement.com. Class Members whose vehicles are in need

of a repaint, but who have not yet obtained a repaint may visit any Authorized Nissan dealer to complete a repaint, subject to the terms of the settlement.

Additionally, you are automatically eligible for special pricing on a new Nissan or INFINITI vehicle through Nissan's Vehicle Purchase Program (A-plan), which provides pre-negotiated pricing on new Nissan and INFINITI vehicles. You are eligible to obtain Vehicle Purchase Program benefits until **April 30, 2020** and need only present this notice when visiting an Authorized Nissan dealer or INFINITI retailer.

Note: Dealers can direct customers to call Nissan Customer Assistance at (800) 647-7261 and select option 2 (see FAQ above).

Q. Where can I find additional information about this settlement?

A. For more information, or if you have any questions, please visit www.vehiclepaintsettlement.com.

Revision History:

Date	Announcement	Purpose
January 10, 2020	Original Document	Announce warranty extension/class action settlement