



Kimball – Volkswagen Turbocharger Class Settlement and Limited Warranty Extension Dealer FAQs

Settlement

- **What did the class action claim and what is the Class Settlement?**

The class action alleged that the turbochargers of certain model year 2008-2024 Volkswagen vehicles was defectively designed, resulting in premature failure. VWGoA has denied those claims and maintained that the turbochargers were not defective. Without any admission of liability or fault, VWGoA has entered into a nationwide class settlement that has been preliminarily approved by the court. The class settlement applies to certain model year 2008-2024 Volkswagen vehicles equipped with Generation 1 or Generation 3 EA888 engines that were imported and distributed by VWGoA in the United States and Puerto Rico (“Covered Vehicles” or “Settlement Class Vehicles”) (Please note that no Volkswagen vehicles were manufactured with Generation 2 EA888 engines).

The Covered Vehicles will be certain* of the following model/model year Volkswagen vehicles that are specifically identified by VIN on a VIN list:

“Generation 1 Engine Covered Vehicles”:

- Certain model year 2008-2014 VW GTI and Golf R*
- Certain model year 2012-2013 VW Beetle*
- Certain model year 2009 VW Jetta SportWagen*
- Certain model year 2008-2013 VW Jetta Sedan and GLI*
- Certain model year 2009-2016 VW Eos*
- Certain model year 2008-2010 VW Passat*
- Certain model year 2009-2017 VW CC*
- Certain model year 2009-2018 VW Tiguan*

“Generation 3 Engine Covered Vehicles”:

- Certain model year 2015-2018 VW Golf*
- Certain model year 2015-2021 VW GTI*
- Certain model year 2015-2019 VW Golf R*
- Certain model year 2015-2019 VW Golf SportWagen and Alltrack*
- Certain model year 2019-2024 VW Jetta GLI*
- Certain model year 2019-2021 VW Arteon*
- Certain model year 2018-2023 VW Atlas*
- Certain model year 2020-2023 VW Atlas Cross Sport*

*Not every such model and model year vehicle is covered by the Settlement. The specific Settlement Class Vehicles are determined by VINs. You can look up whether the vehicle is a Covered Vehicle, and which Generation engine the vehicle has by typing your vehicle’s VIN in Elsa > Vehicle Data.



The class settlement provides the following two categories of benefits relating to these Covered Vehicles:

- 1. Turbocharger Limited Warranty Extension (for Generation 3 Engine Covered Vehicles Only):** Effective on September 15, 2025, the New Vehicle Limited Warranties (“NVLWs”) for the Generation 3 Settlement Covered Vehicles will be extended to 8.5 years or 85,000 miles (whichever occurs first) from the vehicle’s In-Service Date, to cover **fifty percent (50%)** of the cost of repair or replacement (parts and labor), by an authorized Volkswagen dealer, of a failed or malfunctioning turbocharger of said vehicle **if the cause was due to corrosion on the wastegate rod (including if the wastegate failed due to fork head and/or link pin corrosion)**. However, if, as of September 15, 2025, a said Generation 3 Engine Covered Vehicle is more than 8.5 years of age from its In-Service Date, then the Warranty Extension for that vehicle will be until November 14, 2025 or 85,000 miles from the vehicle's In-Service Date (whichever occurs first). The specifics of the Warranty Extension are discussed below. The Warranty Extension will be administered through the SAGA system; and
- 2. Reimbursement for the Past Paid Cost of a Covered Turbocharger Repair (to be administered solely by an independent Settlement Claim Administrator and not by any Volkswagen dealers):** Customers who, prior to September 15, 2025 (the date the class notice will be mailed) and within 8.5 years or 85,000 miles (whichever occurred first) of the Covered Vehicle’s In-Service Date, paid out-of-pocket expenses for a repair or replacement of a failed or malfunctioned turbocharger may be eligible to submit, to the Settlement Claim Administrator, a claim for reimbursement of the paid repair cost (parts and labor) for 50% of the cost of one (1) repair or replacement of a failed turbocharger if: (i) for a Generation 1 Engine Covered Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin; and (ii) for a Generation 3 Engine Covered Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having failed due to corrosion on the wastegate rod (including fork head and/or link pin corrosion). There are also certain “caps” or maximum amounts of reimbursement if the Covered Repair was not performed by an authorized Volkswagen dealer. The reimbursement under this Settlement is limited to one (1) such past repair or replacement, and will require a fully completed claim form together with certain documentary proof to be submitted to the Settlement Claim Administrator, as explained in the Class Notice. **However, this entire part of the settlement, including all claims and issues relating to reimbursement, the deadline and procedure for filing a reimbursement claim, and the proof that needs to be submitted, will be handled exclusively by the Settlement Claim Administrator. It is not handled by VWGoA or its dealers.**

- **How should I respond to questions regarding the terms of the settlement?**

If a Settlement Class Member (customer) contacts you with any questions regarding the details of this settlement or any applicable procedures or deadlines, please tell them to contact the Settlement Claim Administrator at (855) 779-6685 and/or to visit the settlement website at www.TurboClassSettlement.com, which will contain copies of the Class Notice and other necessary information including applicable deadlines and required proof and procedures.

- **What if a customer asks whether his/her vehicle is affected?**

If you receive a contact from a Settlement Class Member (customer) asking if their vehicle is included in the Settlement, please refer them to the Settlement Claim Administrator at (855) 779-6685 and/or to visit the settlement website at www.TurboClassSettlement.com, which will contain copies of the Class Notice and other necessary information including applicable deadlines and required proof and procedures. The settlement website will also enable them to input their vehicle’s VIN to see whether it is included in the settlement and/or warranty extension.

You can determine if a vehicle is eligible for the Turbocharger Limited Warranty Extension by checking the VIN in Elsa > Vehicle Data. If the Warranty Extension is applicable to the vehicle, the "Enhanced Coverage" section of the "Vehicle Data" screen in Elsa will be populated with the warranty extension parameters.



Vehicles with totaled status are excluded from coverage under this Limited Warranty Extension. If the customer has any further questions about the settlement, please tell them to contact the Settlement Claim Administrator at (855) 779-6685 and/or to visit the settlement website at www.TurboClassSettlement.com, which will contain copies of the Class Notice and other necessary information including applicable deadlines and required proof and procedures.

- **What if a customer asks how to submit a claim for reimbursement for a prior paid repair, what information or documentation he/she would need to provide, and/or what the deadline and procedure is for submitting a claim?**

For any questions about the reimbursement part of the settlement, please tell the customer to contact the Settlement Claim Administrator at (855) 779-6685 and/or to visit the settlement website at www.TurboClassSettlement.com which will contain copies of the Class Notice and other necessary information including the applicable deadline, procedure, and what is required for submission of a reimbursement claim.

- **What if a customer says he/she is not satisfied with the amount of the reimbursement for past repair?**

For any questions regarding the reimbursement part of the settlement, including the submission or outcome of any claim for reimbursement, please tell the customer to contact the Settlement Claim Administrator at (855) 779-6685 and/or to visit the settlement website at www.TurboClassSettlement.com, which will contain copies of the Class Notice and other necessary information including applicable deadlines and required proof and procedures.

Turbocharger Limited Warranty Extension (for Generation 3 Engine Covered Vehicles Only)

Effective September 15, 2025, the applicable New Vehicle Limited Warranties for the Generation 3 Engine Covered Vehicles will be extended to cover **fifty percent (50%)** of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioning turbocharger, during a period of 8.5 years or 85,000 miles (whichever occurs first) from the vehicle's In-Service Date, **if the cause of the turbocharger failure or malfunction was** due to corrosion on the wastegate rod (including **if the wastegate failed due to fork head and/or link pin corrosion**).

However, if, as of September 15, 2025, a said Generation 3 Engine Covered Vehicle is more than 8.5 years from its In-Service Date, then this Limited Warranty Extension's duration for that vehicle will be until November 14, 2025 or 85,000 miles from the vehicle's In-Service Date, whichever occurs first.

Included Vehicles: This Turbocharger Limited Warranty Extension is applicable only to certain* of the following model/model year Volkswagen vehicles that are equipped with Generation 3 engines:

- Certain model year 2015-2018 VW Golf*
- Certain model year 2015-2021 VW GTI*
- Certain model year 2015-2019 VW Golf R*
- Certain model year 2015-2019 VW Golf SportWagen and Alltrack*
- Certain model year 2019-2024 VW Jetta GLI*
- Certain model year 2019-2021 VW Arteon*
- Certain model year 2018-2023 VW Atlas*
- Certain model year 2020-2023 VW Atlas Cross Sport*

*Not every such model and model year vehicle is covered by the Warranty Extension. The specific Generation 3 Engine Covered Vehicles are determined by Vehicle Identification Numbers (VINs). You can look up whether the vehicle is a Covered Vehicle (Generation 3 Settlement Class Vehicle) by typing your vehicle's VIN in Elsa > Vehicle Data.



Diagnosis and Repair Procedure: If the turbocharger repair is covered by this Limited Warranty Extension, it should be completed pursuant to TSB 2077251, which explains the procedure for diagnosing the turbocharger failure or malfunction, and the appropriate steps to repair the issue.

Exclusions: This Turbocharger Limited Warranty Extension shall not apply if the failure or malfunction of the turbocharger resulted from misuse, abuse, alteration or modification, a collision or crash, vandalism, and/or damage from an environmental of outside source.

In-Service Date: The vehicle's In-Service Date is defined as the date the vehicle was delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a "demonstrator" or "company" car, on the date such vehicle was first placed in service.

Claiming instructions for this Turbocharger Limited Warranty Extension can be found within Warranty Communication VWP-25-16 Turbocharger Limited Warranty Extension (Class Action).

- **What is the effective date of the Turbocharger Limited Warranty Extension?**

The effective date of the Warranty Extension is September 15, 2025. The Warranty Extension does not apply to any repair order opened prior to September 15, 2025. If the customer wishes to seek reimbursement for the paid cost of such a repair, he/she/it would need to submit a timely and valid claim for reimbursement to the Settlement Claim Administrator. The criteria, deadline, proof requirements, and procedure for submitting a claim for reimbursement are described in the Class Notice and are also available on the settlement website, www.TurboClassSettlement.com. If the customer has any questions about this, he/she/it should be directed to the Settlement Claim Administrator at (855) 779-6685 or to the Settlement website.

- **What is covered under the Turbocharger Limited Warranty Extension?**

The Warranty Extension covers fifty percent (50%) of the cost of repair or replacement of a failed turbocharger in a Covered Vehicle during a period of 8.5 years or 85,000 miles (whichever occurs first) from the vehicle's In-Service Date, the cause of the failure or malfunction was due to corrosion on the wastegate rod (including if the wastegate failed due to fork head and/or link pin corrosion).

- **Are dealer owned vehicles eligible for the Turbocharger Limited Warranty Extension?**

Under the Settlement terms, "anyone who purchased a Settlement Class Vehicle for purpose of commercial resale" is excluded from the Settlement Class. The Settlement also excludes "anyone acting as a used car dealer." Thus, the Warranty Extension would exclude authorized Volkswagen dealers or any other commercial reseller or used car dealer, unless the vehicle was purchased for purposes other than for commercial re-sale, such as use as a loaner vehicle.

- **Is the Turbocharger Limited Warranty Extension transferrable?**

The warranty, as extended, is fully transferable to subsequent owners to the extent the time and mileage period of the Warranty Extension has not expired.

- **Are towing costs covered under this Turbocharger Limited Warranty Extension?**

No. Towing costs are not covered under this Warranty Extension.

- **Will there be a Loaner car provision / reimbursement as part of the extension?**

No, there is no loaner car provision/reimbursement as part of this Warranty Extension.



- **Does the Turbocharger Limited Warranty Extension apply to turbochargers that have not failed?**

No. Like the original warranty, failure or malfunction of the turbocharger is required for any aspect of the Warranty Extension to apply.

- **Does the Turbocharger Limited Warranty Extension apply to any turbocharger failure or malfunction?**

No. It only applies if the turbocharger failure or malfunction occurred due to corrosion on the wastegate rod (including if the wastegate failed due to fork head and/or link pin corrosion).

- **What if the repairs are within the prorated amount but the customer has an active CPO contract?**

The dealer should use any applicable warranties before charging the customer for the repairs. If the CPO Contract is still valid and the failure is a covered component, then repairs should be submitted under CPO coverage. Customer would be responsible for the \$50 CPO deductible.

Refer to the *Using CPO on VINs with a Prorated Warranty Extension Job Aid* for proper SAGA claiming located in WISE > Resource Center > Job Aids & SAGA Communications (VWS) > Warranty Job Aids.

- **Are there exclusions to coverage under the Turbocharger Warranty Extension?**

Yes. If the failure or malfunction of the turbocharger resulted from misuse, abuse, alteration or modification, a collision or crash, vandalism, and/or damage from an environmental or outside source, then it shall be excluded from and not covered by the Turbocharger Limited Warranty Extension.