



INFINITI

EMPOWER THE DRIVE

CAMPAIGN BULLETIN

White Paint Delamination Warranty Extension

Reference: Pearl White Paint

Date: January 10, 2020

Attention: Retailer Principal, Sales, Parts, Service Managers, and Warranty Administration

Affected Models/Years:	Affected Population:	Retailer Inventory:	SERVICE COMM* Activation date:	Stop Sale In Effect
2011-2013 QX56**	11,256	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, INFINITI distributed a retailer announcement notifying retailers 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 INFINITI QX56 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 INFINITI QX56 produced between November 20, 2009 and December 12, 2012.**

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 48 month/60,000 mile new vehicle limited warranty for a total of 96 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 client copayment).

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

- Eligible owners can also obtain coverage for rental car (**\$600 max**) arising from the repaint.
- Eligibility for INFINITI'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 Retailers Should Do *******

1. Retailers should handle all paint repairs under this warranty extension for the client.

- Owners will present their vehicle at an INFINITI retailer for an inspection and estimate.
- Retailers will determine if paint delamination occurred and contact a local, INFINITI certified, body shop to prepare an estimate when applicable.
 - Paint delamination examples:



- Retailers will submit the estimate to the warranty claims call center using the pre-approval form available in ASIST (see #3).
- Retailers 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, retailers will authorize certified shops to conduct repairs.

Note: Retailers are responsible for collecting copayment amounts from the client and paying the certified shop for the repairs.

- Retailers will be given an administration fee of **\$320** for handling this process for the client.

2. Warranty Coverages for pearl white paint delamination:

- Rental/loaner vehicle coverage (**\$600 max**) is available while the vehicle is being repainted 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 and fog lamps

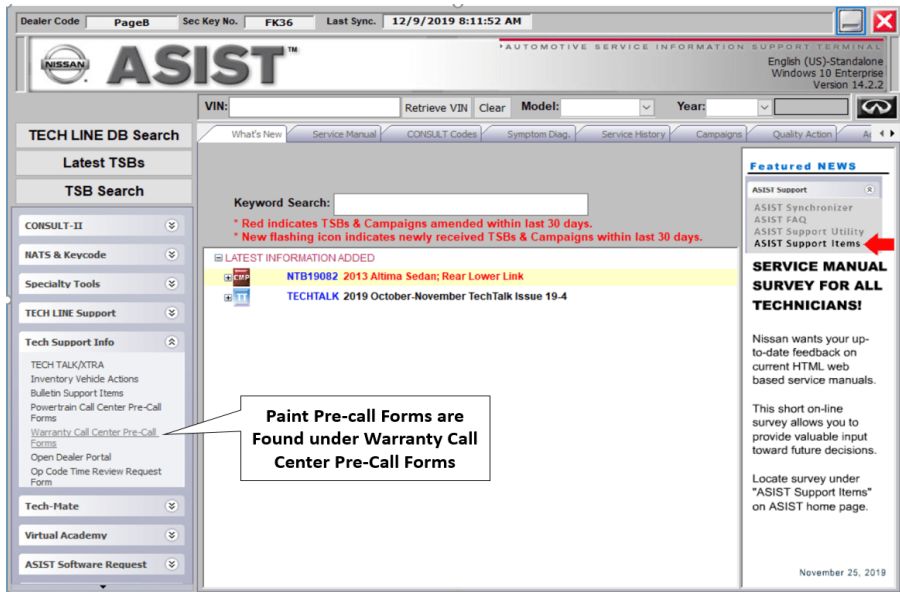
- Remove and install hood insulator and hood, preparation for paint, and painting
- Remove and install grille (upper/lower)
- Remove and install right and left fender liners, fender flares, fender vents grille, mud guards, and front fender preparation for paint, and painting
- Remove and install antenna
- Aim distance sensor (if equipped)
- 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
- Remove, refinish white paint, and install running boards
- Remove and install front sill plate
- Remove and install front/rear door weather-stripping, cladding, door handles, opening trim, and trim panels
 - Refinish body colored door handles
- 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. Retailers 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 the retailer 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	56.9 hrs.
Prep & Mix Time		ZZ99AA			1.7 hrs.

Any vehicle reconditioning required beyond the time and material amounts specified are the responsibility of the client 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. The warranty system will apply and deduct the appropriate customer copayment amount.

Expense Code	Description	Max Amount
019	Paint & Materials	\$1,465
502	Car Rental	\$600
536	Admin Allowance	\$320
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).

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 client copayment based on how many months the vehicle is outside of the new vehicle limited warranty.

Q. Are all 2011-2013 QX56 models eligible?

A. No. Only specific vehicles produced between November 20, 2009 and December 12, 2012.

Q. How long is the warranty extension?

A. The warranty is extended for 48 months and unlimited miles from the vehicle's original 48 month/60,000 mile new vehicle limited warranty for a total of 96 months/unlimited mile warranty coverage for the pearl white paint for delamination.

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

A. Retailers 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 client copayment amount will be confirmed by the paint estimate pre-approval process.

Q. What will be the corrective action?

A. Retailers will work with a certified INFINITI body shop to repaint the entire vehicle one time. The client 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 client 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 client. This expense will be in addition to the copayment. If the client declines and the certified shop is unwilling to guarantee the repaint with the vehicle's current condition, the retailer and certified shop should have the client sign an acknowledgement indicating they are declining the recommended vehicle conditioning and the repaint quality cannot be guaranteed if the client 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 \$600 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 clients choose to use a non-certified INFINITI 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 INFINITI Consumer Affairs at 1-800-662-6200 between the hours of 7am and 7pm Central Time Monday through Saturday.

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. Retailers 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. Retailers 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 INFINITI retailer 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 client responsibility and the client declines to repair the corrosion, the retailer and certified shop should have the client sign an acknowledgement indicating they are declining the recommended vehicle conditioning and the repaint quality

cannot be guaranteed if the client elects to continue with repainting the vehicle without recommended reconditioning/repairs.

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

A. If a client has a paint peeling concern on a vehicle not included in this settlement, they can contact INFINITI Consumer Affairs at 1-800-662-6200 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 INFINITI QX56.

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 INFINITI retailer 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 INFINITI'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: Retailers can direct customers to call INFINITI Customer Affairs at Consumer Affairs at 1-800-662-6200 (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	Announce warranty extension/class action settlement