NISSAN

Nissan Service Activated Warranty

NISSAN
UP TO 6
YEARS
WARRANTY*

Introduction

Welcome to Nissan Service Activated Warranty.

This booklet explains all the benefits of Your warranty.

The following pages, including the terms and conditions, set out exactly what is and is not covered by Your warranty. It is very important that You read each page carefully, so You fully understand the terms and conditions, and in particular the Vehicle servicing requirements and claims procedure.

The level of cover that applies to Your Vehicle will be stated in the Welcome Letter that accompanies this booklet, as will the period of cover. Please keep this booklet and the Welcome Letter in a safe place, and share it with Your dealer when You have the Vehicle serviced as this will help validate eligibility.

This product is guaranteed by Nissan Motor (GB) Limited. It is not an Insurance Policy.

If anything is unclear, or if You have any questions, please contact The Administrator on **0344 573 8022**.

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Section 1 Claim Procedures

How to Claim – under Your Nissan Service Activated Warranty

We aim to make the claims procedure as simple as possible.

Repairs in the British Islands

1. If You wish to make a claim under the terms of Your warranty, please contact Your supplying Nissan dealer to agree a suitable time for it to be inspected and repaired. If You cannot return the Vehicle to Your supplying Nissan dealer, we recommend that You contact a Nissan Authorised Repairer to arrange repairs.
2. Please take this booklet and the accompanying Welcome Letter with You when delivering the Vehicle to the dealer. The dealer can then confirm whether it is still valid by checking Your service record to verify that the Vehicle has been properly maintained.
3. You should agree that You will pay the diagnostic costs and any repair costs that are not covered by the warranty.
4. Having established that Your claim is valid, the dealer will contact The Administrator for authority to proceed. You may be asked to sign the repair invoice.
5. The Administrator reserves the right to examine any Vehicle and subject the parts being repaired to expert assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on both The Administrator and the Warranty Holder.
6. Repair invoices should be made out to Nissan Motor (GB) Limited and sent to: Nissan Extended Warranty Administration, Claims Department, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

If You need any further assistance relating to a claim, please contact The Administrator on **0344 573 8022**.

Note: Repair invoices must be received by The Administrator within 30 days of the date of completion of the repairs, otherwise they cannot be accepted. Repair invoices received beyond this date will be subject to review in terms of the reason for delay and it will be at The Administrator's discretion to accept such claims.

Repairs Outside the United Kingdom

If it is necessary for a repair on Your Vehicle to be completed outside the British Islands You will not require prior authorisation from The Administrator.

1. Take Your Vehicle to the nearest Nissan Approved Repairer.
2. Give them Your authority to complete the repairs.
3. Once the repairs have been completed, pay the costs and retain the invoice.
4. On Your return to the British Islands, send Your invoice and service records with a covering letter to: Nissan Extended Warranty Administration, Claims Department, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

In the event that Your claim is valid The Administrator will reimburse You in pounds sterling at the prevailing rate of exchange on the date the repair was completed. Please note that We may not pay the full cost of a repair which is completed overseas. The maximum We will pay for parts is the British Islands list price at the time of repair. The maximum We will pay for labour is the warranty rate which would have been applicable if the repair had been completed in the United Kingdom by a Nissan dealer.

If You need to make contact while You are abroad, please telephone **0044 1274 260122**.

Servicing Requirements

To ensure that Your Vehicle is maintained in good condition it should be serviced in accordance with the manufacturer's recommendations. Failure to meet these requirements will result in the warranty not being activated or renewed.

To activate Your Nissan Service Activated Warranty, the final service prior to the Manufacturer Warranty expiry date must be carried out at a Nissan Dealership or Approved Repairer

Services must be carried out within **ONE MONTH/1,000 MILES** of the intervals specified by the Vehicle manufacturer, whichever comes first.

It is important that You retain Your service receipts as they may be required to validate a claim.

Section 2 Definitions

Nissan Service Activated Warranty

Provided by Nissan Motor (GB) Limited.

The Company, We, Our, Us

Nissan Motor (GB) Limited,
The Rivers Office Park,
Denham Way,
Maple Cross,
Rickmansworth,
Hertfordshire WD3 9YS.

The Administrator

Car Care Plan Limited,
T/A Nissan Extended Warranty Administration,
Jubilee House,
5 Mid Point Business Park, Thornbury,
West Yorkshire BD3 7AG.

Nissan Service Activated Warranty

A warranty provided with the Vehicle and **only** available at the time of Vehicle purchase from a Nissan dealer.

Warranty Holder, You, Your, Yourself

The person named in the Welcome Letter that accompanies this booklet or any subsequent purchaser to whom the benefit of the warranty is directly transferred.

Mechanical or Electrical Failure

The inability of a covered component to operate in accordance with the manufacturer's specification for a reason, other than wear and tear, accident or malicious damage.

British Islands

British Islands means the United Kingdom (Great Britain and Northern Ireland), the Channel Islands and the Isle of Man.

Geographical Territories

Your warranty cover is valid anywhere in the British Islands. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

Vehicle

The motor Vehicle referred to in the Welcome Letter that accompanies this booklet.

Welcome Letter

The confirmation that the warranty application has been accepted. When You receive the Welcome Letter, please check that it contains the correct details. Please keep Your booklet and Welcome Letter in a safe place, as You will need to show it to Your dealer if You have to make a claim.

Warranty Period

The Warranty Period is shown in the Welcome Letter that accompanies this booklet. The warranty will start and expire on the dates shown in this letter, unless the manufacturer's warranty expires earlier in which case the warranty will start and expire earlier and will reflect the Warranty Period purchased/ provided. It should be noted that if the manufacturer's warranty is declared invalid or does not exist for whatever reason, the warranty will still start and expire on the dates shown in the Welcome Letter.

Section 3 Details of Cover

Nissan Service Activated Warranty

Nissan Service Activated Warranty is only available on eligible electric vehicles that have been serviced in line with your vehicle's Service and Maintenance schedule, and that complete the final service prior to the Manufacturer Warranty expiry date, at a Nissan Dealership or Authorised Repairer. Following the expiry of the manufacturer's warranty, a 12-month Service Activated Warranty will be provided after each qualifying service carried out by a Nissan Dealership or Authorised Repairer, up to a maximum of 6 years or 100,000 miles.

Nissan Service Activated Warranty Eligibility

The Vehicle will be eligible for Nissan Service Activated Warranty once the Manufacturer's Warranty has ended and only in respect of and following a service performed by a Nissan Dealer in line with manufacturer's servicing requirements.

Providing your Vehicle is serviced at a Nissan Dealer Your Nissan Service Activated Warranty will renew up until Your vehicle reaches 6 years old or 100,000 miles whichever comes first.

Covered Items

All the manufacturer's original components are covered for Mechanical or Electrical Failure with the exception of the items listed below (subject to the General Warranty Exclusions and Terms and Conditions detailed later in this booklet).

Excluded Items

The following items are not covered:

- All service items/maintenance operations
- Air conditioning recharge unless required as part of a component failure covered by the warranty
- Non Drive train Batteries
- Brake friction materials
- Brake noise caused by an accumulation of dust
- Clutch friction materials
- External charging system components (charge connector and cable, home charging dock and fast charging port)
- Fuses, lamps and LED illumination, bulbs and bulb holders, including printed circuit boards which are part of the lamp
- Media storage devices
- Non-factory-fitted components
- Software update or reprogramming unless required due to the failure of a covered part
- Tyres and valves
- Wheels
- Wheel balancing
- Wheel alignment or any wheel adjustments unless required as part of a component failure covered by the warranty
- Windscreen washer jets
- Wiper blades
- Water ingress including damage to covered components caused by water ingress

Trim and bodywork including:

- Adjustments of doors, bonnet, boot lid, tailgate or any component which may require adjustment from time to time
- Aerials
- Exterior trim, bodywork, and cosmetic finishes
- Glass (heater elements are covered)
- Interior trim, check straps and hinges
- Paintwork
- Rear spoiler including photo electric cell
- Seat covers and cushions
- Weatherstrips and body seals
- Any items whilst cover is still provided under the Manufacturer's Warranty.

Important

Neither "The Company", nor "The Administrator" will be responsible for damage or losses to components that are not directly covered within the terms of this warranty in any circumstances.

Maximum Claim Limit

The amount You may claim over the whole period of this warranty is limited to the purchase price of Your Vehicle.

General Warranty Exclusions

a) The gradual reduction in operating performance (wear and tear) due to the age and mileage of the covered Vehicle.

b) Mechanical or Electrical Failure caused by corrosion.

c) Any loss, damage or failure which occurs while the Vehicle is outside the Geographical Territories detailed in this booklet.

d) Mechanical or Electrical Failure caused by faults which, in the opinion of a qualified engineer appointed by The Administrator, existed before the warranty commenced.

e) Mechanical or Electrical Failure caused by incorrect battery maintenance or use.

f) Vehicles where the speedometer/odometer is altered, disconnected or interfered with in any way, unless it is faulty. Faulty speedometers/odometers may be repaired or replaced, but only with The Administrator's prior authorisation.

g) Any routine component adjustment and alignment.

h) Component failure resulting from overloading, power surges or abnormal use.

i) Damage which has resulted from a failure to arrange for an obvious fault to be rectified.

j) Damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the Vehicle and fitted according to instructions provided by the manufacturer of the accessory).

k) Vibrations and noises related to the Vehicle bodywork and chassis, and the operation of the Vehicle.

l) Deterioration such as discolouration, alteration or deformation of parts due to normal ageing.

m) The consequences of repairs, conversions or modifications carried out by firms not approved by the manufacturer.

n) Damage resulting from the use of fluids or parts other than original parts or those of equivalent quality.

o) Any damage caused by frost, including damage where lack or failure of anti-freeze has been a contributory factor.

p) Component failure resulting from accidental damage, misuse or neglect.

q) Any damage or losses to components that are not directly covered within the terms of this warranty.

r) Water ingress (including damage to covered parts caused by water ingress).

s) Bodywork, paintwork, glass, upholstery, door and window seals, trim and cosmetic finishes.

t) Diagnostic time of any type unless part of a valid claim.

This Warranty does not cover any parts while still under the manufacturer's guarantee. Cover under this Warranty will not start until the manufacturer's guarantee ends.

Cyber Exclusion

We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

Overseas Cover

Your warranty cover is valid anywhere in the British Islands. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

Section 4 Terms and Conditions

Nissan Service Activated Warranty Terms and Conditions

Please take time to read the following terms and conditions, which are an important part of Your warranty.

1. **Warranty Holder** The Warranty Holder is the only person who is entitled to make a claim under this warranty.
2. **Vehicle** Any claim under this warranty must relate to the Vehicle described in the Welcome Letter that accompanies this booklet.
3. **Warranty Period** The Warranty Period is shown in the Welcome Letter that accompanies this booklet. The warranty will start and expire on the dates shown in this letter, unless the manufacturer's warranty expires earlier in which case the warranty will start and expire earlier and will reflect the Warranty Period purchased/ provided.

   It should be noted that if the manufacturer's warranty is declared invalid or does not exist for whatever reason, the warranty will still start and expire on the dates shown in the Welcome Letter.
4. **Authorisation** No repair must be carried out without The Administrator's prior authorisation, with the exception of repairs completed outside the British Islands, which may be authorised by the Warranty Holder.
5. **Payment for Repairs** When a repair is undertaken by a franchised Nissan dealer, they will obtain prior authorisation from The Administrator and will invoice Nissan Extended Warranty Administration for the cost of the repair.

   In certain circumstances, The Administrator may authorise a repair by another dealer in the British Islands or You may authorise a repair outside the British Islands. In either event, You may be required to pay the dealer on completion of the work and may then reclaim the cost from Us.
6. **List Prices** We will not pay more than the manufacturer's list prices for parts and current warranty rates for labour time. Actual repair times will be limited to those of the manufacturer's recommended repair times. Please bear this in mind if You authorise a repair overseas.
7. **Invoices to Support Claims** Any claim for a repair bill which You have paid direct or for out of pocket expenses must be supported by a VAT receipted invoice.
8. **Inspection of Vehicle and Parts** The Administrator reserves the right to inspect the Vehicle before authorising repairs and may also arrange for parts to be examined by a Claims Assessor. We may choose to retain any part replaced under the terms of the warranty.
9. **Dismantling of Vehicle** It is the responsibility of the owner to authorise the dismantling of the Vehicle and pay the charges if such dismantling proves that the failure is not covered under the warranty.

   We will only pay for the dismantling if it is part of a valid claim and in accordance with condition 6.
10. **Design Faults and Recalls** If any of the Vehicle's components has an inherent design fault or is recalled by its manufacturer, the component which is the subject of the design fault or recall is not covered by this warranty.
11. **Servicing** It is a condition of the warranty that Your Vehicle is maintained in good condition, and serviced in accordance with the manufacturer's recommendations. A maximum allowance of 1,000 miles either side of the stipulated service schedule mileage and one month either side of the stipulated service time period is permitted. Failure to comply with this requirement may invalidate the warranty. Service receipts should be retained as proof of servicing.

12. **Excluded Vehicles** This warranty does not cover the following vehicles: Non-European specification imports, commercial vehicles with a Gross Vehicle Weight (GVW) exceeding 3.5 tonnes, motorcycles, motor homes and any petrol, diesel or hybrid vehicle.
13. **Excluded Uses** This warranty does not cover any Vehicle used as a taxi, private hire, driving school vehicle, made available for hire or reward or used in any sort of competition, track days, rally or racing. It also excludes public service vehicles, police cars, ambulances, fire service and military vehicles.
14. **Modification to Vehicle** In the event that a modification (including those made before the inception of this warranty), which has not been approved by The Administrator, contributes to a fault, We reserve the right to reject any claim You may wish to make in relation to that fault.
15. **Exclusions** The warranty does not cover:
    a) the gradual reduction in operating performance (wear and tear) due to the age and mileage of the covered Vehicle;
    b) any loss, damage or failure which occurs while the Vehicle is outside the Geographical Territories detailed in this booklet;
    c) any defect or other loss which has been caused or worsened by the effects of nuclear fuel or nuclear waste, either through direct contact or through exposure to levels of radiation which exceed those permitted in current legislation.
16. **False Claims** If You make a false claim under the warranty, You will forfeit all benefits and the warranty will be cancelled.
17. **Other Warranties and Insurance** You must not use this warranty to recover costs which are covered by another warranty or an existing insurance policy.
18. **Legal Proceedings** Following the acceptance of any claim under this cover, We will have the right to conduct legal proceedings or enter into formal arbitration on Your behalf. In doing so, The Company and/or their insurers will be entitled to take action in Your name. The cost of the action will be Our responsibility, unless You have agreed in writing to an alternative arrangement. We will be entitled to any compensation and/or indemnity benefit obtained through these proceedings, to the extent that these relate to costs or potential liabilities covered by the warranty. We will also be entitled to the costs of this action, if they are assigned to You.
19. **Early Expiry** The warranty will automatically be cancelled without compensation in any of the following circumstances:
    a) if the Vehicle is used as a taxi, mini-cab, public service vehicle or as a driving school vehicle;
    b) if the Vehicle is made available for short-term hire or daily rental;
    c) if the Vehicle is used in any sort of competition, track days, rally or racing;
    d) if the Vehicle is a commercial vehicle with a Gross Vehicle Weight (GVW) exceeding 3.5 tonnes;
    e) if the speedometer/odometer of the Vehicle is altered, disconnected or interfered with in any way, unless it is faulty. Faulty speedometers/odometers may be repaired or replaced, but only by franchised Nissan dealers and with The Administrator's prior authorisation;
    f) if You fail to make your payments where You have selected to purchase Your product via monthly instalments.
20. **Invoices** for repairs and out of pocket expenses covered by the Nissan Service Activated Warranty should be made out to Nissan Motor (GB) Limited, c/o Nissan Extended Warranty Administration.
21. **Administrator** Nissan Extended Warranty Administration is authorised by Nissan Motor (GB) Limited to act as their agent.

22. **Pre-existing Faults** The warranty does not cover failures caused by faults which a qualified engineer thinks could have reasonably existed before this warranty began.
23. **Governing Law and Jurisdiction** This agreement shall be construed in accordance with English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this agreement.
24. **Statutory Rights** Nothing in these conditions will reduce Your statutory rights relating to faulty or misdescribed goods. For further information about Your statutory rights, please contact Your local authority Trading Standards Department or Citizens Advice Bureau.
25. **Residency** Cover may only be granted to individuals residing, or corporate bodies registered, in the British Islands.

Section 5 Important Information

Complaints Procedure

We hope You will be pleased with the service We provide.

In the unlikely event of a complaint, You should contact The Administrator on **0344 573 8022**, or in writing to:
The Complaints Team,
Nissan Extended Warranty Administration,
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG.

Please tell The Administrator Your name and Your claim number or product number. Calls to The Administrator may be recorded. The Administrator will contact You within five days of receiving Your complaint. In some cases, this will be to acknowledge Your complaint, but in others it may be to give You a full reply. If The Administrator cannot deal with Your complaint within five working days, they will aim to give a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer and they will let You know if this is the case.

This procedure is in addition to Your legal rights as a consumer.

You can also email Us at:
complaints@motor-admin.com.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that You are not satisfied with the outcome of a concern.

For further information, You can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

To make a complaint to the Motor Ombudsman You can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with Your complaint if You have already complained direct to The Administrator and at least eight weeks have passed since You did that, or You have received a final response from The Administrator. Complaints to the Motor Ombudsman must be made within 12 months of The Administrator's final response.

Privacy and Data Protection Notice

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information, please visit www.view-privacy-policy.co.uk.

1. How the Data Controller uses your Personal Data and who the Data Controller shares it with

The Data Controller will process the personal data it holds about you for the following purposes:

- For providing products, services and insurance, administering memberships, handling claims and complaints, informing of changes to services and any other related purposes (this may include underwriting decisions via automate means). This is for the performance of the contract between you and the Data Controller.
- To provide you with information, products, or services that you request from the Data Controller or which the Data Controller feels may interest you as part of the contract.
- For offering renewal, research, or statistical purposes, to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes. This is for the Data Controller's legitimate interests.
- To notify you about changes to the Data Controller's service. This is to comply with applicable laws.
- To safeguard against fraud, money laundering, terrorist financing and to comply with applicable laws.
- For the purpose of Direct Marketing activities only with your explicit consent.

2. Disclosure of Your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing products or services to the Data Controller, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, vehicle manufacturers, motor dealerships and repairers, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, call centre service providers, auditors, lawyers and other outside professional advisors, IT systems, support and hosting service providers and regulatory authorities, and as may be required by law.

3. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). The Data Controller currently transfers personal data outside of the UK and EEA to the USA and Israel. Where the Data Controller transfers your personal data outside of the UK and EEA, it will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. The Data Controller uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

4. Your Rights

Individuals in the European Economic Area (EEA) and the UK have several rights in connection with their personal information. These rights may apply in certain circumstances and are subject to certain legal exemptions.

You have the right to:

a) Access and obtain a copy of the personal data the Data Controller hold about you and information about how it is used.

b) Ask to update or correct any inadequate, incomplete, or inaccurate data.

c) Request erasure of your personal data.

d) Restrict and object to the future processing of your data.

e) Ask the Data Controller to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it "ported" directly to another data controller.

f) Not be subject to fully automated decision making which has legal effects or otherwise significantly affects you.

g) Withdraw consent where your consent is used as a legal basis for using your personal data.

h) Object to the processing of your personal data for direct marketing purposes at any time.

i) Lodge a complaint with the local data protection authority where your complaint can't be resolved in the first instance by the Data Controller.

If you wish to exercise the following rights, please contact the Data Controller using the details in Section 6 below or you may submit requests via https://amtrust.clarip.com/dsr/create

To ensure the Data Controller only disclose personal information where it knows it is dealing with the right individual, the Data Controller will ask you for proof of identity when making a request to exercise any of these rights. The Data Controller will respond to all valid requests within one month, provided to have all the information required to respond. For every request, the Data Controller will make a priority to resolve your complaint as quickly as possible.

The relevant data protection authority is the Information Commissioner's Office (ICO), who you can contact via https://ico.org.uk/global/contact-us/

5. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements. In any case, where data is retained, the Data Controller will endeavour to delete or to anonymise any personal elements, in order to maintain your privacy and security.

6. Questions In Relation To The Data Controller's Privacy Policy Or Use Of Your Data

If you have any questions concerning the Data Controller Privacy Policy or use of your personal data, including exercising your rights detailed in Section 4, you can contact:

The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England or email CCPH_DPA@carcareplan.co.uk.

Nissan Extended Warranty Administration,
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG

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