

NISSAN CARE WARRANTY HANDBOOK

INTRODUCTION

Welcome to Nissan Care Warranty

We hope that this booklet is easy to understand and explains clearly all the benefits of your chosen level of cover. Please keep this booklet inside your vehicle as it contains all the information you need.

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 period of cover and the expiry mileage that applies to your vehicle will be stated in the Nissan Care Warranty Plan Certificate.

These products are not insurance policies but are guaranteed by Nissan Motor (GB) Ltd. The products are only valid if you have purchased the Nissan Care Warranty at the point of new vehicle purchase from participating Nissan franchised dealers or within a maximum of 36 months following the first registration date of the Vehicle. Confirmation of vehicle quality is required if the product is purchased after the date of first registration.

If anything is unclear, or if you have any questions, please contact Nissan Extended Warranty Administration Customer Services on 0844 573 8022.

Contents

Section 1 – Claims procedure

How to Claim under your Nissan Care Warranty 4

Section 2 – Definitions

Definitions 5

Duty of Care 5

Servicing Requirements 6

Section 3 – Details of Cover

Nissan Care Warranty Cover 7

General Warranty Exclusions 8

Section 4 – Terms and conditions

Warranty Terms & Conditions (including cancellation terms) 9

Section 5 – Transfer of Ownership

Transfer of Ownership Procedures 11

Section 6 – Customer Support

Complaints and Arbitration 12

Section 7 – Data Protection Statement 13

SECTION 1 – CLAIM PROCEDURES

How to claim under your Nissan Care Warranty

Nissan aims to make the claims procedure as simple as possible.

Repairs in the UK or in the EEA and Switzerland

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 another Nissan dealer to arrange repairs. If you are abroad, please take your vehicle to the nearest Nissan Franchised dealer

1. Please take this booklet and the Nissan Care Plan Certificate with you when delivering the vehicle to the dealer. The dealer will confirm whether it is still valid and will check your service record to verify that the vehicle has been properly maintained.
2. You should agree that you will pay the diagnostic costs and any repairs that are not covered by the warranty.
3. Having established that your claim is valid, the dealer will contact Nissan for authority to proceed. You may be asked to sign the repair invoice.
4. Nissan 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 Nissan and the Warranty Holder.

If you need any further assistance relating to a claim, please firstly contact the dealer. If they cannot resolve the concern, you can contact Nissan Customer Support on 01923 899334.

Note: Claims must be received by Nissan within 14 days of the date of completion of the repairs, otherwise they cannot be accepted. Claims received beyond this date will be subject to review in terms of the reason for delay and it will be at Nissan's discretion to accept such claims.

SECTION 2 – DEFINITIONS

Nissan Care Warranty

Provided by Nissan Motor (GB) Ltd

The Company

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

Nissan Care Warranty

A warranty provided with the vehicle at the time of new vehicle purchase from a Nissan dealer, or within a maximum of 36 months from date of first registration supported by a vehicle quality check.

Warranty Holder, You, Your, Yourself

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

Mechanical or Electrical Breakdown

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

Geographical Limit

The United Kingdom which includes Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. Also for journeys abroad to countries of the EEA and Switzerland for a maximum 90 successive days per year.

Vehicle

The motor vehicle referred to in the Plan Certificate that accompanies this booklet.

Plan Certificate

This is the confirmation that the warranty application has been accepted. When you are given the Plan Certificate, please check that it contains the correct details.

Period of Warranty

The warranty period appears on the Plan Certificate.

Jurisdiction Clause

Any dispute concerning the warranty shall be subject to English Law.

Duty of Care

The Vehicle must be operated in accordance with the Vehicle's Owner's Manual and the Warranty Booklet & Maintenance Record. In particular, the Customer must ensure that the levels of fluids do not drop below the minimum levels indicated in the Owner's Manual.

Servicing Requirements

To ensure that your vehicle is maintained in optimum condition it should be serviced in accordance with the manufacturer's recommendations as detailed in the Vehicle's Owner's Manual or Warranty Booklet & Maintenance Record, using Nissan original parts or parts of equal or better quality and specified fluids and lubricants. Failure to comply with the manufacturer's service schedules may invalidate your warranty.

Services must be carried out within ONE MONTH or 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.

Vehicle Components

All mechanical electrical or electronic parts which constitute elements of the original specifications of the Vehicle.

Manufacturer's Warranty

The warranty as issued by Nissan Motor Co., Ltd., Japan or its affiliates for all new Nissan-brand vehicles in a specific country.

Repair Costs

The labour rates incurred to rectify the Mechanical or Electrical Breakdown in accordance with the Nissan standard labour times.

Replacement Costs

The material and wage costs incurred by replacing a Vehicle component with original Nissan parts or Nissan-approved parts.

SECTION 3 – DETAILS OF COVER

Nissan Care Warranty

Available on vehicles under three years old and 60,000 miles from date first registered.

Covered items

The Nissan Care Warranty includes all the manufacturer's original Vehicle Components with the exception of the items listed below (subject to the general exclusions conditions detailed later in this booklet) for an extended period and/or extended mileage (Contract Period) beyond the expiry of the Manufacturer's Warranty.

The Nissan Care Warranty covers the Repair Costs or, at the discretion of Nissan, the Replacement Costs (the more economical method is definitive in each case) required as a result of a Mechanical or Electrical Breakdown in accordance with the conditions of this Nissan Care Warranty.

Excluded items

- The following items are not covered:
- Accessories, tool kit, jack, first aid box, warning triangle, fire extinguisher
- Air conditioning re-charge unless required as part of a component failure covered by the warranty
- All service/maintenance operations
- Ancillary drive belts, pipes and hoses of any type
- Audio and navigation CDs and DVDs
- Batteries
- Brake friction materials, discs and drums
- Brake noise caused by an accumulation of dust
- Clutch friction materials, pressure plate, release bearing
- Deployed airbags, deployed seat-belt tensioners and airbag sensors
- Electrical software update or reprogramming unless required due to the failure of a covered part
- Exhaust system
- Fuses, lamps, bulbs and bulb holders, including printed circuit boards which are part of the lamp
- Non factory-fitted components
- Telephones of all types
- Tyres and valves
- Wheels
- Wheel balancing
- Wheel alignment or any wheel adjustments
- Windscreen washer jets
- Wiper blades

Trim and bodywork:

- Adjustments of doors, bonnet, boot lid, tailgate or any component requiring adjustment from time to time
- Aerials
- Bodywork
- Convertible soft-tops
- Exterior trim, cosmetic finishes, adornments and chrome plating
- Glass
- Interior trim
- Lock cylinders, keys and remote controls
- Mirrors and mirror glass
- Paintwork
- Seat covers, cushions and frames
- Carpets and Parcel Shelves
- Water ingress including damage to covered components caused by water
- Weather-strips and body seals

Important

The Company will not 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) commensurate with the use, 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) Mechanical failure caused by faults which, in the opinion of a qualified engineer appointed by Nissan Extended Warranty Administration, existed before the warranty commenced
- d) 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 our prior authorisation
- e) All technical adaptations or routine component adjustment and alignment which are not normally related to the replacement of parts, including the adaptation or adjustment of doors, engine bonnet, boot lid or tailgate
- f) Component failure caused by the misuse, fault or inexperience of the driver of the Vehicle or through improper use of the Vehicle (overloading, over-revving the engine, towing a trailer or other Vehicle that exceeds the maximum permitted towing load of the Vehicle etc.) or abnormal use
- g) Faults and damage resulting from the use of fuel which is either contaminated or inappropriate for the vehicle
- h) Damage which has resulted from a failure to arrange for an obvious fault to be rectified and all damages or malfunctions and their consequences that were reported at the time of an MOT vehicle examination and not repaired before the Breakdown
- i) Damage caused by altering the original construction of the Vehicle (e.g. tuning) or as a result of any third party, substandard, modified, non-Nissan-approved parts or accessory parts 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)
- j) Damage caused by inadequate maintenance of proper oil, fluid, coolant or lubricant levels
- k) Damage caused by lack of maintenance as specified in the Warranty Booklet and Maintenance Record
- l) Vibrations and noises related to the operation of the vehicle
- m) Deterioration such as discolouration, alteration or deformation of parts due to normal ageing
- n) The consequences of repairs, conversions or modifications carried out by firms not approved by the manufacturer, and also the consequences of converting the vehicle to run on LPG.
- o) Damage resulting from the use of fluids or parts other than original parts or those of equivalent or better quality.
- 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
- u) Damage caused by accident, fire, criminal acts such as theft or wilful damage, collision, damage during towing, property or water damage, explosion, force majeure such as natural disasters, storm, lightning, hail, flood, war, unrest or other environmental factors or external influences
- v) Damage caused by frost, non-defect-related corrosion, soiling, grit, tree sap, salt, chemical precipitation, lack of antifreeze or the freezing of fluids including damage where lack or failure of anti-freeze has been a contributory factor
- w) Consequential damages of any kind such as depreciation, amortisation or loss in value of the vehicle, loss of use or income due in full or part directly or indirectly to a Breakdown, regardless of whether this is covered by this Nissan Care Warranty or not
- x) Regular service and maintenance such as wheel adjustment and engine timing, replacement of bulbs, spark plugs, fan belts, filters, grease and antifreeze, glass breakages etc.
- y) All services of a Nissan Dealer that do not conform to the content and scope of the Nissan Care Ex-tended Warranty
- z) Deficiencies in the services and materials performed or replaced under the Nissan Care Ex-tended Warranty

SECTION 4 – TERMS AND CONDITIONS

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 Plan Certificate that accompanies this booklet.
3. **Warranty Period** The Nissan Care Extended Warranty comes into effect on expiry of the Manufacturer's Warranty, either when the Vehicle reaches a mileage of 60,000 miles or is more than 36 months old, whichever occurs first. The warranty period is shown in the Plan Certificate that accompanies this booklet. The warranty will expire on the date or mileage shown in this Plan Certificate, whichever occurs first, unless terminated before expiry in accordance with Clause 19.
4. **Authorisation** No repair must be carried out without the Nissan's prior authorisation.
5. **Payment for Repairs** When a repair is undertaken by a franchised Nissan dealer, they will obtain prior authorisation from Nissan and will be performed free of charge, to the extent that they are covered by the scope and content of the Nissan Care Warranty.
6. **List Prices** Claims will be reimbursed at the current manufacturer's list prices for parts and Nissan standard labour times.
7. **Inspection of Vehicle and Parts** Nissan reserves the right to inspect the vehicle before authorising repairs and may also arrange for parts to be examined by a Claims Assessor. You may be asked to ensure that a faulty part is retained for our inspection following a repair. We may choose to retain any part replaced under the terms of the warranty.
8. **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.
9. **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.
10. **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 as detailed in the Vehicle's Owner's Manual or Warranty Booklet & Maintenance Record, using Nissan original parts or parts of equal or better quality and specified fluids and lubricants. 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.
11. **Excluded Vehicles** This warranty does not cover the following vehicles: Non-European specification imports and commercial vehicles with a gross vehicle weight of more than 3.5 tonnes
12. **Excluded Uses** This warranty does not cover any vehicle used as a taxi, minicab, driving school, made available for hire or reward or used in any competitive motoring event. It also excludes public service vehicles, police cars, ambulances, fire service and military vehicles, where Nissan has not expressly consented to this use.
13. **Modification to Vehicle** In the event that a modification (including those made before to the inception of this warranty), which has not been approved by us, contributes to a fault, we reserve the right to reject any claim you may wish to make in relation to that fault.
14. **Relationship with Dealer** This warranty is not applicable to vehicles owned by any proprietor, manager or employee of a franchised Nissan dealer, or their immediate family members. (In the event of a claim the Company would be entitled to refuse payment.)
15. **Exclusions** In addition to the General Warranty Exclusions set out on page 7 of this booklet, the warranty also does not cover:
 - a. The gradual reduction in operating performance (wear and tear) commensurate with the use, 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 without any refund payable.
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, Nissan 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 driven in any competitive motoring event;
 - d. any commercial vehicle with a gross vehicle weight of more than 3.5 tonnes
 - e. if the speedometer/mileometer of the vehicle is altered, disconnected or interfered with in any way, unless it is faulty. (Faulty speedometers/mileometer may be repaired or replaced, but only by franchised Nissan dealers and with our prior authorisation.)
20. 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.
21. Cancellation Rights We hope that you will be happy with the cover your product provides. However, you have the right to cancel it within 14 days of receiving the product handbook, without giving any reason. If that happens, we will refund your payment in full.

In the event that you wish to cancel within the 14 day period, in the first instance please contact your supplying dealer, who will arrange for the refund.
22. Refunds If your product is cancelled after the expiry of the 14 day period, following receipt of the warranty documentation no refund will be payable.

Under no circumstances will a refund be given if a claim has been paid.
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. Expiry The warranty period will end at the date and mileage shown on the Plan Certificate supplied with this booklet.
25. Statutory Rights Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
26. Nissan Care Warranty is available at the point of new vehicle purchase from participating Nissan franchised dealers, or within a maximum of 36 months from date of first registration supported by a vehicle quality check.

SECTION 5 –TRANSFER OF OWNERSHIP

If you sell your vehicle during the period of your warranty, you may transfer the benefits of the warranty to the new owner, provided that the vehicle is sold privately and not through a garage, motor trader, car supermarket, auction or similar company.

The new owner should visit his nearest authorised Nissan dealer within 30 days of purchasing the vehicle who will carry out the transfer if the conditions mentioned above are met and servicing and maintenance of the vehicle have been carried out in line with warranty terms and conditions. Please complete the form below prior to visiting your nearest authorized Nissan dealer

New Owner

Title:

First Name:

Surname:

Address:

Town:

Postcode:

Telephone Number:

Mileage at Transfer:

VIN Number:

Vehicle Registration Number:

Plan Certificate Number:

I have read and fully understand the contents of this booklet and accept the terms and conditions of the warranty.

I understand that the warranty is only transferred to me on the basis of the information supplied. I will then take the place of the former owner as the Warranty holder.

Signed:

Date:

SECTION 6 – CUSTOMER SUPPORT

Your complete satisfaction with your Nissan vehicle is of primary concern to your authorised Nissan dealer and Nissan. We will give full consideration to any query or problem that arises within the warranty period.

If a concern arises that has not been effectively handled by staff within the Nissan dealer, we would ask you to

Step 1

Initially contact the appropriate Department Manager within the dealer and allow him the opportunity to respond and resolve your problem.

Step 2

If the problem is not resolved to your satisfaction, contact the dealership General Manager, Dealer Principal or Quality Manager asking for their personal involvement.

Step 3

If you are dissatisfied with the response received, we would ask you to contact:

Nissan Customer Support Centre
Nissan Motor (GB) Ltd
The Rivers Office Park
Denham Way
Rickmansworth
WD3 9YS
Tel: 01923 899334
Fax: 01923 899918
E-mail: gb@nissan-services.eu

The Customer Support Centre is normally open between 8.30am and 6.00pm Monday – Friday

SECTION 7 – DATA PROTECTION STATEMENT

In this statement, we would like to inform you about the processing of your personal data by Nissan International Insurance Ltd and of your rights under data protection law.

Data Controller

Nissan International Insurance Ltd and Nissan Motor (GB) Ltd are independent data controllers.

Nissan International Insurance Ltd
Aragon House Business Centre
Dragonara Road
St Julian's. STJ 3140
Malta
Fax +356 2701 7940
Email address: nissaninsurance@nissan-europe.com

Nissan Motor (GB) Ltd
The Rivers Office Park
Denham Way
Rickmansworth
WD3 9YS
United Kingdom
Tel: 01923 899334
Fax: 01923 899918
E-mail: gb@nissan-services.eu

Nissan International Insurance Ltd is part of the Nissan Group.

In case you would like to contact our Data Protection Officer, please send an email to the following email address: dpo@nissan-europe.com.

Purposes and legal basis for the data processing

Your personal data will be processed in accordance with the EU Regulation on personal data protection (GDPR), and also all other laws on the matter, for the performance of the concluded contract. To conclude the contract and assess the risks we would have to take on, we need data supplied by you in the contract. As soon as the insurance contract enters into force, we start processing this data to fulfil the contractual relationship.

To fulfil the contract, we need to process your personal data.

In addition, we need your personal data for research or statistical purposes and to safeguard against fraud.

The legal basis for such processing of personal data for pre-contractual and contractual purposes is Art. 6, para. 1 b) of the GDPR.

We process your data to protect our legitimate interests and those of third parties (Art. 6, para. 1 f) of the GDPR). The latter aspect may prove to be particularly necessary:

- to guarantee IT security and IT operations,
- to promote our products,
- to prevent and identify crimes and unlawful acts: we mainly use data analyses to search for elements that could counteract the increase in fraud.

In addition, we process your personal data in order to comply with legal or regulatory obligations, for example the provisions laid down by the supervisory bodies, or the obligations to keep sales or tax data or those of our advisers. In this case the legal basis for processing personal data consists of the respective legal provisions, together with Art. 6, para. 1 c) of the GDPR.

Should we wish to process your personal data for a purpose not mentioned above, we will ask for your consent in advance, in accordance with current legal provisions.

Categories of recipients of personal data

We might disclose your personal data to third parties involved in the supply of products or services to us, or to service providers who carry out services on our behalf. These include:

- Our Group Companies;
- Contracting parties;
- Fraud detection agencies;
- Loss adjusters;
- External law firms;
- Auditors;
- Regulatory Authorities;
- Suppliers of external services (to fulfil our contractual and legal obligations, we partly use external service providers).; and
- As may be required by law

Other recipients:

We can also forward your personal data to other recipients, for example the authorities, to comply with legal obligations concerning notice (e.g. tax or legal authorities).

Duration of data storage

We will delete your personal data as soon as the above-mentioned purposes are no longer required. In this respect it may happen that the personal data are stored for the period of time during which claims may be filed against our company in accordance with legal provisions applicable as from the termination of the contract.

In addition, we will store your personal data for as long as the law requires us to do so. Specific obligations concerning storage and supply of documentation are contained in the code of commerce, tax regulations and law on money laundering, among others. In such cases the storage duration may extend up to ten years as from the date of termination of the contract.

Rights of the interested parties

You may request information on stored data relating to your person at the above-mentioned address. In addition you may demand, under particular conditions, the rectification or cancellation of your data. You also have the right to request the limitation of the data processing, and the right to receive communication of the data you provided in a clear and legible electronic form.

Marketing

If you give your consent, we may share the personal data you provide to us within the Nissan Group and with other companies with which we establish commercial relationships. We will be able to therefore contact you (by post, e-mail, telephone or other agreed means) in order to inform you about products, services or offers we consider may interest you, or to update you on marketing matters. If you do not want us to continue informing you of marketing offers, send us an email to the following address: nissaninsurance@nissan-europe.com.

Right of opposition

You have the right to oppose the processing of your personal data for commercial or marketing purposes.

In this respect, contact us on the following address: gb@nissan-services.eu.

Right of access, portability and rectification

You have the right to request access to your data in a structured and standard format, and for your data to be modified.

Right of recourse

You may file a complaint to the above-mentioned Data Protection Officer or a data protection authority.

Forwarding of data to a third country

We may transfer your personal data to destinations outside the European Economic Area (“EEA”). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely, and in accordance with this privacy statement and the Legislation. We only transfer data to countries deemed as having adequate protection by the European Commission.