# **NISSAN WARRANTY**

NISSAN EXTENDED WARRANTY. CAREFULLY CONSTRUCTED FOR YOUR JOURNEY AHEAD.

QUALITY IN EVERY DETAIL



NISSAN CARE EXTENDED WARRANTY HANDBOOK

NISSAN EXTENDED

# Introduction

# Welcome to Nissan Care Extended Warranty.

We hope that this handbook is easy to understand and explains clearly all the benefits of Your chosen level of cover. Please keep this handbook 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 insurance. 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 Claim Procedures.

The level of cover that applies to Your Vehicle will be stated in the Welcome Letter that accompanies this handbook, as will the period of cover. Please keep this handbook and the Welcome Letter in a safe place inside Your Vehicle, as You will need to show it to Your dealer if You have to make a claim.

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

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# Section 1 Contractual Agreement

This policy wording is evidence of a legally binding contract of insurance between You and Motors Insurance Company Limited (hereinafter known as 'The Insurer', 'We', 'Our', 'Us').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

This policy is administered by Car Care Plan Limited (hereinafter known as 'The Administrator') which is authorised and regulated by the Financial Conduct Authority.

# HOW TO CLAIM – UNDER YOUR NISSAN CARE EXTENDED WARRANTY

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

## **Repairs in the British Islands**

- If You wish to make a claim under the terms of Your warranty, please contact Your supplying Nissan dealer, or any VAT registered repairer 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.
- Please take this handbook and the accompanying Welcome Letter 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.
- You should agree that You will pay the diagnostic costs and any repair costs that are not covered by the warranty.
- 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.

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 British Islands**

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 franchised dealer or the local repairer.
- 2. Give them Your authority to complete the repairs.
- 3. Once the repairs have been completed, pay the costs and retain the invoice.
- 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 British Islands by a Nissan dealer.

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

#### **Vehicle 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 comply with the manufacturer's service schedules may invalidate Your warranty.

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 3 Definitions

#### The Insurer, We, Our, Us

Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

## 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 Care Extended Warranty**

A contract of insurance underwritten by Motors Insurance Company Limited.

Nissan Care Extended Warranty is only available on Vehicles up to ten years old having travelled less than 100,000 miles from new, at the point of warranty purchase.

The Vehicle must:

 have an existing warranty administered by Nissan Extended Warranty Administration;

or

b) have completed a Nissan vehicle health check including any remedial work prior to inception.

#### Warranty Holder, You, Your, Yourself

The person named in the Welcome Letter that accompanies this handbook 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, which includes Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. 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 handbook.

## 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 handbook and Welcome Letter in a safe place inside Your Vehicle, 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 handbook. The warranty will start and expire on the dates shown in this letter, unless the manufacturer's warranty expires early 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.

## **Jurisdiction Clause**

Any dispute concerning the warranty will be decided by the application of English Law.

# Section 4 Details of Cover

# **ULTIMATE COVER**

Ultimate Cover is available on Vehicles up to ten years old having travelled less than 100,000 miles from new, at the point of warranty purchase.

## **Covered items**

Ultimate Cover covers all the manufacturer's original components 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 handbook).

## **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
- Ancillary drive belts
- Batteries
- Brake friction materials
- Brake noise caused by an accumulation of dust
- Clutch friction materials
- Electrical software update or reprogramming unless required due to the failure of a covered part
- Exhaust system including diesel particulate filters (catalytic converters are covered for internal failure only and not accidental damage, corrosion or damage resulting from the use of incorrect fuel)
- 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
- 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
- · Glass (heater elements are covered)
- Exterior trim, bodywork and cosmetic finishes
- Interior trim, check straps and hinges
- Paintwork
- Seat covers and cushions
- Weatherstrips and body seals

#### Important

Neither The Insurer, 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**

- 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 handbook.
- 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.
- 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.
- f) Any routine component adjustment and alignment.
- g) Component failure resulting from overloading or abnormal use.
- Faults and damage resulting from the use of fuel which is either contaminated or inappropriate for the Vehicle.
- 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).
- Vibrations and noises related to the vehicle bodywork and chassis, and the operation of the Vehicle.
- 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, and also the consequences of converting the Vehicle to run on LPG.
- Damage resulting from the use of fluids or parts other than original parts or those of equivalent quality.
- 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.
- 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).
- Bodywork, paintwork, glass, upholstery, door and window seals, trim and cosmetic finishes.
- t) Diagnostic time of any type unless part of a valid claim.

# **ADDITIONAL BENEFITS**

#### **Out-of-Pocket Expenses**

In the event of a valid claim, We will reimburse unavoidable Out-of-Pocket expenses as follows:

#### **Towing Charges**

If You incur unavoidable towing charges following a breakdown that is covered by this warranty, We will pay up to £75 (incl. VAT) to cover the cost. This only applies if Nissan Assistance is not available.

#### Vehicle Hire

If Your Vehicle requires repairs which are covered by this warranty You may claim for a replacement hire vehicle (British Islands only).

Vehicle hire is not provided for the first 24 hours of Vehicle immobilisation. After this period We will refund Your vehicle hire costs for a comparable vehicle up to a maximum of £50 per day (incl. VAT). You will be responsible for the cost of insurance, fuel and ancillary expenses. Please note that the maximum period for which You are entitled to a replacement vehicle following a single incident is seven days. Vehicle hire must be from a Nissan dealer or recognised vehicle hire company. A deposit may be required.

#### **Overnight Accommodation**

If You are unable to reach Your planned destination and find it necessary to book overnight accommodation elsewhere, We will pay up to £150 (incl. VAT) to cover the cost. Alternatively £200 (incl. VAT) may be claimed towards the cost of return rail or air fare.

The following conditions apply:

- 1. The breakdown must have left Your Vehicle unable to be driven.
- All out-of-pocket Expenses must be approved by The Administrator and be supported by valid VAT receipts and invoices. To discuss authorisation, please contact The Administrator on 0344 573 8022.

#### **Overseas Cover**

Your warranty cover is valid anywhere in the British Islands, which includes Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

# Section 5 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 Welcome Letter that accompanies this handbook.
- 3. Warranty Period The Warranty Period is shown in the Welcome Letter that accompanies this handbook. The warranty will start and expire on the dates shown in this letter, unless the manufacturer's warranty expires early 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 Us 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 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 in the latest Glass's Guide Institute of Chartered Mechanical Engineers (ICME) manual or 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.

- 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.
- 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.
- 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 (4.5 tonnes in respect of the Nissan NV400), motorcycles, motor homes and any non-Nissan vehicle.
- 13. Excluded Uses This warranty does not cover any Vehicle used as a taxi, minicab, 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;
- any loss, damage or failure which occurs while the Vehicle is outside the Geographical Territories detailed in this handbook;
- 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 policy, We will have the right to conduct legal proceedings or enter into formal arbitration on Your behalf. In doing so, 'The Insurer' 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.
- 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, minicab, 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 (4.5 tonnes in respect of the Nissan NV400);
- 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.

20. **Invoices** for repairs and Out-of-Pocket Expenses covered by a Nissan Care Extended Warranty should be made out to Nissan Extended Warranty Administration.

#### 21. The Administrator and The Insurer

- a) Nissan Extended Warranty Administration and Motors Insurance Company Limited (MICL) are appointed by Nissan Motor (GB) Ltd to administer and underwrite their warranty products.
- b) Nissan Extended Warranty Administration is authorised by Motors Insurance Company Limited (MICL) to act as their agents in relation to Nissan Care Extended Warranty. They manage and administer all Nissan Extended Warranty Administration services. All claims and correspondence should be submitted through them at the following address: Nissan Extended Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.
- 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. Cancellation Rights and Refunds We hope You are happy with the cover this policy provides. If after reading Your policy document, however, this insurance cover does not meet with Your requirements, You have the right to cancel the warranty within 30 days of purchase.

Should You wish to cancel within this period, please contact The Administrator who will arrange cancellation and refund of any premium You are entitled to.

If You wish to cancel Your policy after this 30-day period, You may cancel Your policy at any time and receive a pro rata refund of Your premium based on the number of whole months remaining subject to the deduction of a £30 administration fee. Requests for cancellation outside of the first 30 days from purchase should be made by contacting The Administrator on **0344 573 8022** or in writing to The Administrator at: Nissan Extended Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

There will be no refund entitlement under the following circumstances:

- in the last 30 days of the Warranty Period;
- · if You have made a claim;

- if You were provided with the warranty free of charge;
- where the warranty has been transferred from the original purchaser;

If You have paid for Your policy by instalment payments through an instalment agreement with The Administrator, any refund amount owed to You will be calculated in line with the following rules:

Where You have paid all the instalment payments, The Administrator will calculate the refund as above. The refund will be paid directly to You.

Where You have NOT paid all the instalment payments, The Administrator will calculate the refund as above and:

- If the refund You are eligible for is in excess of the total outstanding instalment payments You owe, The Administrator will pay the difference directly to You; or
- If the refund You are eligible for is less than the total outstanding instalment payments You owe, You will not receive a cash refund. The refund will be applied as part payment of Your total outstanding instalment payments.

You will continue to be responsible for paying the remaining outstanding payments on Your instalment agreement with The Administrator until the balance calculated at the time of notice of cancellation received by The Administrator has been settled.

Please allow up to 28 days for Your cancellation and refund to be processed;

#### 24. 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.

#### 25. 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.

 Policy Premium Payments Cover is available as an annual policy with a single upfront payment or via monthly instalments.

Where You have selected to purchase Your product via monthly instalments, You have entered into an agreement to purchase an annual policy, spreading the cost over interest free instalments. You are required to continue to pay Your instalments until all monies owed have been paid.

The cover level provided when opting to pay by monthly instalments is identical to that of an annual policy. You must pay the premium every month on or before the date when it is due. Payment is required for the full premium of Your policy subject to the cancellation terms. Should You fail to pay a monthly premium when it is due, all cover will cease immediately from that date. Where You have made a claim against the policy, You will be asked to continue to make Your monthly instalment payments.

Please Note: We will not automatically renew this cover after it expires, however, The Administrator will try to write to You at the last address You provided to give details on how to continue Your cover\*.

\*Continuation of cover may be subject to certain vehicle eligibility criteria.

27. **Residency** Cover may only be granted to individuals residing or corporate bodies registered in the British Islands.

# Section 6 Transfer of Ownership

If You sell Your Vehicle during the period of Your Nissan Care Extended 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, auction or similar company. Please note: Products purchased via monthly instalments can only be transferred provided any balance of monies owed has been paid in full.

The new owner should complete and sign this form and send the entire handbook (do not detach this page) to The Administrator. The transfer will be subject to The Administrator's approval with a replacement handbook being returned where approved.

If the Nissan Care Extended Warranty is to remain valid, this handbook must be received by The Administrator within 30 days of the date You sell the Vehicle. We recommend that it is sent by registered post. For further information please contact The Administrator on **0344 573 8022** or by post to:

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

# PART 1

## The former owner must fill in this section

I sold my Vehicle privately on:

# Please sign below to confirm that You agree to this transfer:

Signed	:									
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#### PART 2

#### The new owner must fill in this section

Title:	•
Name:	
Address:	
Tel:	
Email:	
Nileage at transfer:	
Vehicle reg no.	
Warranty no.	
	•

I have read and fully understand the contents of this handbook and accept the terms and conditions of the Nissan Care Extended Warranty.

# I certify that:

- To the best of my knowledge, the Vehicle has been serviced according to the manufacturer's service recommendations; and
- The details in Part 2 are correct.

I understand that the warranty will not be transferred to me until The Administrator informs me that it has accepted this request for transfer. I will then take the place of the former owner as the Warranty Holder.

I accept that Warranty Condition 23 no longer applies to this policy.

Signed:		
•••••	 	 •••••
Date:	 	 

# Section 7 Important Information

## **Complaints Procedure**

Although We aim to please, things can sometimes ao wrona. We would rather You told Us if You are dissatisfied.

In the unlikely event of a complaint, You should contact The Administrator in the first instance on 0344 573 8022, or in writing to:

The Customer Services Manager, Nissan Extended Warranty Administration, Jubilee House. 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

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

If You remain dissatisfied, please contact the Insurer directly by writing to:

The Insurance Manager, Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You also have the right to ask the Financial Ombudsman Service to review Your case. The right to apply to the Ombudsman must be exercised within six months of the date of Our final decision. For more information You can visit the Financial Ombudsman Service website at financial-ombudsman.org.uk. Or You can write to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Phone: 0800 023 4567 or 0300 123 9123.

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





Motor Industry Code of Practice for

# **Vehicle Warranties**

# **Financial Services Compensation Scheme**

Motors Insurance Company Limited (MICL) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if The Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) You can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street. London EC3A 7QU.

#### **Privacy and Data Protection Notice**

#### 1. Data Protection

Nissan Extended Warranty Administration (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.

#### 2. Use of Your Personal Data

The Data Controller may use the personal data it holds about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from the Data Controller or which the Data Controller feels may interest You. The Data Controller will also use Your data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

## 3. Disclosure of Your Personal Data

The Data Controller may disclose Your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 4. International Transfers of Data

The Data Controller may transfer Your personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers Your personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

#### 5. Your Rights

You have the right to ask the Data Controller not to process Your data for marketing purposes, to see a copy of the personal information held about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of Your data to be provided to any controller and to lodge a complaint with the local data protection authority.

## 6. 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 seven (7) 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.

If You have any questions concerning the Data Controller's use of Your personal data, please contact:

The Data Protection Officer, Nissan Extended Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.

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

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