



# **Nissan Pre-Paid Maintenance Plan**

## **Terms & Conditions**

November 2022

## 1. SERVICE PLAN

- 1.1. Nissan will pay the Dealership on your behalf for all completed Scheduled Services during the Term.
- 1.2. The Scheduled Services will be carried out by a Dealership during the Term at a date to be agreed by you and the Dealership.
- 1.3. The Service Plan covers applicable checks and service work as set out in the Owner's Handbook and may include:

<b>Standard Schedule Service Inclusions</b>	
Applicable Checks, Service & Maintenance Work in accordance with the Owners Handbook & Warranty Information & Maintenance Booklet	✓
All work as stipulated in the relevant Nissan Owner's Handbook and listed in the Nissan Price Guides at <a href="http://www.nissan.com.au/owners/servicing">www.nissan.com.au/owners/servicing</a> for the Vehicle.	✓

- 1.4. Scheduled Services do not include:

<b>Standard Schedule Service Exclusions</b>	
Damage repairs resulting from, misuse, improper operation and/or accidents	✗
Replacement of wear and tear items such as tyres, brake pads, wiper blades etc.	✗
Updates to vehicle software and navigation map upgrades	✗
Damage caused by use in motorsport	✗
Failures traced to permissible gross vehicle mass or permissible axle mass having been exceeded.	✗
Fluids, additives and treatments not specified as part of the relevant Scheduled Service	✗
Brake fluid replacement ^	✗
Glass and trim	✗
Puncture repair	✗
Additional repairs found to be required at the time of service	✗
Repairs or additional maintenance for vehicles operated in Severe Driving Conditions	✗
Additional maintenance due to modification from original specification, such as LPG, turbo chargers, drive trains, suspensions etc.	✗

<b>Standard Schedule Service Exclusions – Cont'd</b>	
Damage due to climatic conditions such as hail or flood	x
Damage due to plant or animal substances	x
Industrial pollution damage	x
Damage or injuries to person or property	x
Transportation and travel expenses	x
Hotel expenses	x
Loss of income	x
Vehicle down time	x
Expenses associated with customer request for remote location servicing	x

^ For the following vehicles, brake fluid is included in the appropriate service;

- MY23 R53 Pathfinder
- MY23 J12 Qashqai
- MY23 T33 X-Trail
- MY23 Z34 Z

- 1.5. If the Dealership where you take the Vehicle for a Scheduled Service reasonably decides that any work (which may include replacement of parts) is necessary for the efficient, safe and reliable operation of the Vehicle in addition to the work covered by the Service Plan, the Dealership will contact you with the details and request your authorisation before any additional work is carried out. The cost of this work is not covered by the Service Plan. If you provide authorisation, the Dealership may then take all reasonable measures to do the work without delay and to minimise any damage to the Vehicle. You are responsible for the costs of the additional work that is not covered by the Service Plan.

## **2. YOUR OBLIGATIONS**

- 2.1. You must deliver the Vehicle to a Dealership at the time or kilometre intervals, whichever occurs first, as required under the Owner's Handbook, for the relevant Scheduled Service.
- 2.2. Any required Scheduled Service must be completed within 3 months or 3,000 kilometres of the service interval as required under the Owner's Handbook.
- 2.3. For a Scheduled Service you must make the Vehicle available at a Dealership by prior appointment in a reasonably clean condition.
- 2.4. You must carry out all instructions for use of the Vehicle contained in the Owner's Handbook accurately and fully.
- 2.5. If you do not have any Scheduled Service done as required by the Service Plan, the Scheduled Service will be deemed to have been completed for the purposes of the Service Plan, unless agreed in writing by Nissan.

### **3. PAYMENT**

- 3.1. If you have agreed to purchase the Service Plan you must pay (or arrange for your financier to pay) the Dealership for the Service Plan when you purchase the Vehicle.
- 3.2. The cost of each separate scheduled service within the Service Plan are listed at [www.nissan.com.au/owners/servicing](http://www.nissan.com.au/owners/servicing) for the Vehicle and the total cost of the Service Plan is set out in the Service Plan Details Letter.
- 3.3. Nissan or a related entity may pay someone a commission for the sale of the Service Plan to you. The commission may be paid, for example, to the Dealership where you bought the Service Plan.

### **4. ENDING AND TRANSFERRING THE SERVICE PLAN**

- 4.1. The Service Plan ends when all the Scheduled Services included in the Service Plan have been completed (or deemed to have been completed), unless it ends earlier under these terms and conditions.
- 4.2. If you paid for the Service Plan with a loan provided for the purchase of the Vehicle, and the Vehicle is repossessed by the credit provider or you surrender the Vehicle to the credit provider (for whatever reason), and the Service Plan has not already ended, it will terminate when the Vehicle is repossessed or surrendered, and you authorise Nissan to pay directly to the credit provider upon request by the credit provider any refund for any Scheduled Services which have not been completed (or deemed to have been completed).
- 4.3. If the Vehicle is written off by the insurer of the Vehicle, the Service Plan will end when you notify Nissan that it has been written off, and Nissan will refund you any proportionate rebate or refund for any Scheduled Services which have not been completed (or deemed to have been completed).
- 4.4. If you transfer ownership of the Vehicle to another person when the Service Plan has not ended, you may either transfer your rights under the Service Plan to the new owner of the Vehicle or end the Service Plan.
- 4.5. To transfer the Service Plan to the new owner you must give us a notice in writing within 30 days of the change of ownership. The notice must be substantially in the form of the Notice to Transfer or Terminate Service Plan attached to these terms and conditions, with the required details included. If the Service Plan is transferred, Nissan will provide the benefits remaining on the Service Plan to the new owner, subject to the terms and conditions of the Service Plan and as long as the new owner complies with your obligations under the Service Plan after the transfer. The new owner cannot transfer the Service Plan to another new owner.
- 4.6. To end the Service Plan when you transfer ownership of the Vehicle to another person, you must give Nissan notice in writing. Please use the Notice to Transfer or Terminate Service Plan attached to these terms and conditions to assist in the processing of your request. Nissan will refund you any proportionate rebate or refund for any Scheduled Services which have not been completed (or deemed to have been completed) . You cannot end the Service Plan if you have given Nissan notice to transfer the Service Plan to the new owner of the Vehicle.

- 4.7. If you have financed the purchase of the Service Plan with a loan that is regulated by the National Credit Code and arranged through a Dealership, and the credit contract for the loan ends before the end of the Term, you have the right under the National Credit Code to terminate this Service Plan and receive a proportionate rebate of the amount you have paid under the Service Plan. To do this you must give notice in writing to Nissan. Please use the Notice to Transfer or Terminate Service Plan attached to these terms and conditions to assist in the processing of your request. The amount of the rebate is calculated in accordance with regulations. If you have given us notice to transfer the Service Plan you acknowledge that you have chosen not to use your right to terminate the Service Plan.
- 4.8. Nissan's services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel the Service Plan and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel the Service Plan and obtain a refund for the unused portion of the Service Plan.

## **5. PRIVACY**

- 5.1. Nissan may collect personal information about you for the purposes of providing services to you under the Service Plan and administration of the Service Plan, and for other purposes you agree to or which are required or authorised by law. Nissan may disclose your personal information to its related companies, which may be located overseas.
- 5.2. Nissan's privacy policy is available at <https://www.nissan.com.au/privacy> and sets out how Nissan collects, uses and discloses your personal information, how you may access and correct your personal information, and Nissan's process for dealing with privacy complaints.

## **6. OTHER TERMS**

- 6.1. Nissan and any Dealership will be excused from the performance of their obligations under the Service Plan if Nissan or the Dealership is prevented from doing this due to circumstances beyond their reasonable control. If this situation continues for more than 30 days, you can cancel the Service Plan by giving notice to Nissan and get a refund of the unused portion of the Service Plan.
- 6.2. The benefits under the Service Plan are in addition to any rights or remedies you may have under law, including the Australian Consumer Law.
- 6.3. If Nissan receives an advantage from any term in these terms and conditions, Nissan may only exercise its rights under that term to the extent reasonably necessary to protect its legitimate interests, unless the term would not cause detriment to you if Nissan applied the term or relied on the term.

## 7. DEFINITIONS

"Dealership" means the service workshop of any participating authorised Nissan dealership approved by Nissan to sell and/or service Nissan vehicles.

"Nissan" means Nissan Motor Co. (Australia) Pty. Ltd. ABN 54 004 663 156.

"Owner's Handbook" means any and all manuals supplied by Nissan with the Vehicle at the time of purchase, including any warranty and service and maintenance requirements.

"Scheduled Service" means each separate scheduled service for the Vehicle conducted in accordance with the scheduled service intervals (time or kilometre whichever occurs first) as set out in the Owner's Handbook or the relevant servicing schedule listed at [www.nissan.com.au/service](http://www.nissan.com.au/service) for the Vehicle.

"Severe Driving Conditions" means conditions in which a Vehicle has been used as set out in the Owner's Handbook and which may require additional work, and also additional servicing at more frequent intervals.

"Service Plan" means the prepaid service plan that Nissan agrees to provide to you for the Vehicle.

"Service Plan Details Letter" means the letter from Nissan given to you with these terms and conditions when you purchase the Service Plan and setting out the details of your Service Plan.

"Start Date" means the start date for your Service Plan as notified in the Service Plan Details Letter.

"Term" means the period beginning on the Start Date and ending on the earliest of the following:

- when the number of Scheduled Services covered by the Service Plan as set out in the Service Plan Details Letter have been completed (or deemed to have been completed) under these terms and conditions;
- when Nissan's obligations to carry out any Scheduled Services has ended in accordance with these terms and conditions; or
- when the Service Plan is terminated under these terms and conditions.

"Vehicle" means the new Nissan vehicle purchased by you (excludes GT-R and LEAF vehicles) for which you have purchased the Service Plan.

"You" means the customer who has purchased the Service Plan.

# NOTICE TO TRANSFER OR TERMINATE SERVICE PLAN

To: Nissan Motor Co. (Australia) Pty. Ltd.

Select one of the following:

- Please transfer my Service Plan to the new owner of the Vehicle  
(complete Part A and Part B)
- Please terminate my Service Plan and credit my account with a proportionate rebate  
for the unused portion of the Service Plan (complete Part A)

## Part A - Service Plan Details

Please complete the following details about the Service Plan to assist in processing your request:

Your Name:	
Your Phone Number:	
Your Email Address:	
Vehicle Make:	
Vehicle Model:	
Vehicle VIN Number:	
Service Plan Reference Number:	

## Part B – New Owner Details

If you are transferring the Service Plan, please complete the following details about the new owner to assist in processing your request:

Name:	
Address:	
Phone Number:	
Email Address:	
Date Of Transfer	

**Declaration**

I confirm that:

- the details I have provided on this form are true and correct to the best of my knowledge;
- I understand that if I choose to transfer the Service Plan, I cannot terminate the Service Plan and receive a rebate of the unused portion of the Service Plan;
- if I am transferring the Service Plan, I have the permission of the new owner to provide the personal information about the new owner included on this form;
- if I am terminating the Service Plan, ownership of the Vehicle has been transferred to another person; and
- if the Service Plan is in joint names, I have the permission of the other person to give this notice.

Your Signature	Date Signed

Please e-mail a copy of the completed form to: [myNissanService@nissan.com.au](mailto:myNissanService@nissan.com.au)

**Privacy Collection Statement**

Nissan Motor Co. (Australia) Pty Ltd respects your privacy. We will only use the information you provide for the purposes of processing and fulfilling your request or enquiry. We may disclose your information to an authorised Nissan dealer, our related companies and/or third parties associated with us for these purposes.

Our Privacy Policy (located at <https://www.nissan.com.au/privacy.html>) contains further details regarding how you can access or correct information we hold about you, how you can make a privacy related complaint, how that complaint will be dealt with and the extent to which your information may be disclosed to overseas recipients.