



## 1 HOW THIS SERVICE AGREEMENT ("Agreement") PROTECTS YOU

In return for your payment, Nissan Extended Services North America, GP (NESNA)\* will arrange for a Nissan dealer to repair or replace all covered parts of your vehicle (see Section "This Service Agreement Covers" below) when such repair or replacement is due to a "MECHANICAL BREAKDOWN", as defined below, and when all other terms and conditions of this Agreement are met. The deductible which you must pay is listed in the Vehicle/Agreement Information section of this Agreement.

**MECHANICAL BREAKDOWN** means the inability of a covered part(s) to perform the function(s) for which it was designed, due solely to defects in Nissan materials or faulty workmanship for which Nissan is responsible. **MECHANICAL BREAKDOWN** does not include damage due to negligence, damage caused by an accident, or the gradual reduction in operating performance due to wear and tear. In addition, this Agreement does not provide any benefit for any mechanical failure or breakdown caused by a non-covered part.

\*NESNA indicates Nissan Extended Services North America, GP, P.O. Box 685004, Franklin, TN 37068-5004, Telephone: (615) 725-1000.

## 2 YOUR SECURITY+PLUS SERVICE AGREEMENT TERM

This Agreement applies during the term shown in the Vehicle/Agreement Information section of this Agreement. This Agreement begins on the date the vehicle is delivered to the first retail buyer or put into use ("in-service date"), whichever is earlier.

## 3 WHEN DOES COVERAGE BEGIN AND END

**MECHANICAL BREAKDOWN** and towing coverage begins when the New Vehicle Warranties described in your Warranty Information Booklet expire. **MECHANICAL BREAKDOWN** and towing coverage continues until the expiration of this Agreement. Refer to the Vehicle/Agreement Information section of this Agreement for details relating to the expiration of this Agreement.

**Car Rental Reimbursement, Roadside Assistance, and Trip Interruption coverages begin on the Agreement effective date, and continue until this Agreement expires. Refer to the Vehicle/Agreement Information section of this Agreement to review the dates on which this Agreement begins and ends. Accordingly, this Agreement may provide coverage for your vehicle during a portion of the same period as your New Vehicle Warranties.**

Odometer Reading, which appears in the Vehicle/Agreement Information section of this Agreement, means the actual number of miles which the vehicle has been operated since manufacture as indicated on the vehicle's odometer, **unless the odometer is/has been broken, has been replaced or has been tampered with.** In such a situation, NESNA will calculate the total actual number of miles of vehicle operation since manufacture based on the information available. If ever the odometer is tampered with, and/or is inoperative so that the vehicle's total actual number of miles of operation since manufacture cannot be accurately determined by NESNA, this Agreement will be void.

## 4 THIS SERVICE AGREEMENT COVERS

This Agreement covers any repairs needed due to **MECHANICAL BREAKDOWN**, as defined above, for Nissan components in the following categories:

### ENGINE:

Cylinder block, head(s) and all internal parts, timing gears, tensioner(s), timing chain or belt and cover(s), harmonic balancer (crankshaft pulley), manifolds and collector(s), oil pump, valve cover(s), oil pan, drive plate, flywheel ring gear and engine mounts, turbocharger housing and internal parts, turbocharger valves and actuator, radiator, fan and fan coupling, fan motor, water pump, seals, gaskets, and belts and hoses.

### FUEL:

Fuel pump(s), electro injection unit, electronic fuel injection sensors, control units and injectors, throttle body injection system, fuel tank and lines, and seals and gaskets.

### TRANSMISSION:

Transmission case(s) and all internal parts including the torque converter, vacuum modulator, electric control units, oil pan, oil cooler, transmission mounts, transfer case and all internal parts, transfer control unit, and seals and gaskets.

### FRONT WHEEL DRIVE:

Final drive housing and all internal parts, constant velocity joints (slide joint spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

### REAR WHEEL DRIVE AND FOUR WHEEL DRIVE:

Rear drive axle housing and all internal parts, propeller shaft(s), universal joints (journal assemblies), axle shafts, axle bearings and retainers, companion flanges, free running hubs, constant velocity joints (spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

### SUSPENSION:

MacPherson strut assemblies, except inserts, upper and lower control arms (links/transverse links) and bushings, tension/compression rods and bushings, stabilizer bars and bushings, connecting rods and bushings, rear arm assembly, torsion bars, upper and lower ball joints, wheel bearings and seals, knuckle spindle, hubs, king pins and bearings, coil and leaf springs, rear axle beam, and electric adjustable shock absorbers.

### STEERING:

Steering gear housing(s) and all internal parts, rack and pinion assembly, power steering pump and reservoir tank, steering column main and upper shafts, steering linkages and couplings, HICAS power cylinder assembly and all internal parts, seals, gaskets, and belts and hoses.

### ELECTRICAL:

Starter motor and solenoid, alternator, voltage regulator, ignition coil, distributor, ignition switch and module, transistor ignition unit, electronic spark control detonation sensor and controller, wiring harness, horn, manually and mechanically operated switches, relays, sensors, electronic instrument cluster, electronic driver information display and module (head up display unit), drive computer display, windshield wiper and washer motors, power window motors and regulators, power door locks, power seat motors, sunroof motor, power mirror motors and actuators, keyless entry (excludes immobilizer key and remote keyless entry switch assembly), automatic speed control, O.E.M. anti-theft system, computer units and sonar suspension, Nissan supplied audio system components, Nissan supplied mobile entertainment systems.

### BRAKES:

Master cylinder, vacuum assist booster, wheel cylinders, disc calipers, hydraulic valves, lines and fittings, anti-lock braking system, seals, gaskets, and belts and hoses.

### NISSAN AIR CONDITIONING (ORIGINAL EQUIPMENT MANUFACTURER ONLY):

Compressor, clutch and pulley, condenser, evaporator, receiver dryer, seals and valves, temperature control programmer, blower motor, heater core, and belts and hoses.

### DEDUCTIBLE:

Repairs for components covered under this Agreement are subject to the deductible listed in the Vehicle/Agreement Information section of this Agreement per visit.

### REPLACEMENT PARTS:

Replacement of any part will be made with a new or remanufactured Genuine Nissan or Nissan approved replacement part.

### CAR RENTAL REIMBURSEMENT:

If you require alternate transportation due to the **MECHANICAL BREAKDOWN** of a covered part, this Agreement will provide reimbursement for the actual expenses of substitute transportation up to \$35 per day, to a maximum of five (5) days, and \$175 per breakdown. Rental must be made from an authorized rental agency or your repairing

Nissan dealer. Substitute transportation is based on the Nissan Flat Rate Time required to repair the vehicle according to the following table:

Repair Time Required	Number of Days Allowed	Maximum Reimbursement
0.1 - 8.0 Hours	2	up to \$70
8.1 - 16.0 Hours	3	up to \$105
16.1 - 24.0 Hours	4	up to \$140
24.1 - 32.0 Hours	5	up to \$175

## ROADSIDE ASSISTANCE\* BENEFITS

Your Security+Plus Preferred Vehicle Protection Plan includes a Roadside Assistance Program.

### ROADSIDE ASSISTANCE COVERAGE

On receiving your call, a Roadside Assistance administrator will dispatch a qualified service facility to provide assistance for: battery boost (jump start); flat tire change (with your good spare); delivery of gas (maximum \$5); and lock-out assistance, up to a maximum of \$100.

### TOWING ASSISTANCE

In the event of an unforeseen mechanical problem disabling your car, a 24-hour Roadside Assistance administrator will make arrangements for your vehicle to be towed to the nearest Nissan dealer, whenever possible or to the nearest authorized repair facility. In most cases, a signature is all that is required. This Agreement will provide coverage for the towing cost, not to exceed \$100.

### TRIP INTERRUPTION BENEFITS

Emergency travel/trip interruption coverage is provided should any **MECHANICAL BREAKDOWN** occur when you are 100 miles (or more) away from home. Benefits may apply to the occurrence of the following expenses: alternate transportation, meals and lodging. Arrangements must be coordinated through the Roadside Assistance administrator. This Agreement will provide coverage for trip interruption, not to exceed \$500.

### FOR 24-HOUR ROADSIDE ASSISTANCE CALL 1-800-225-2476

\*Services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming, where services are provided through Cross Country Motor Club of California, Inc., Medford, MA 02155.

**NOTE:** Due to the requirements of the laws of certain states, some of the above coverages, such as towing, may be unavailable in your state. Please refer to the endorsements on this Agreement for any exceptions to coverage mandated by state law or state regulatory authority. If you have any questions, please contact your dealer or call 1-800-NISSAN-1.

## 5 WHAT TO DO IN CASE OF A MECHANICAL BREAKDOWN OF A COVERED PART

- Return the vehicle to the selling dealer if possible, or the nearest participating Nissan dealer.
- Provide this Agreement to the repairing dealer to obtain coverage afforded by this Agreement.
- Provide proof of maintenance to the repairing dealer, as applicable (refer to Maintenance and Records).
- Pay the deductible shown in the Vehicle/Agreement Information section of this Agreement. All other costs relating to excluded items will be the responsibility of the holder of this Agreement.

## 6 IF YOU NEED ASSISTANCE LOCATING A NISSAN REPAIR FACILITY

The repair or replacement must be performed by your selling Nissan dealer or by a participating Nissan dealer, except as otherwise approved by NESNA. Should you require assistance in locating the nearest Nissan dealer, call Nissan Consumer Affairs at 1-800-NISSAN-1.

## 7 MAINTENANCE AND RECORDS

You are responsible for properly using, maintaining and caring for your vehicle as outlined in the Scheduled Maintenance section of your Nissan Owner's Manual. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this Agreement. To assist you in maintaining appropriate records, the service record section of your Warranty Information Booklet can be used with supporting repair invoices, receipts and other such records. **FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE VEHICLE IN ACCORDANCE WITH YOUR OWNER'S MANUAL, MAY DISQUALIFY YOU FROM COVERAGE.**

## 8 WHAT IS NOT COVERED

- Any component of an electrically powered vehicle, i.e., any vehicle whose propulsion is provided by an electric motor and/or power source, is not eligible for and is not covered by this Agreement.
- Any components not listed in Section "This Service Agreement Covers" of this Agreement, including but not limited to: paint, exhaust system, carpet, glass, upholstery, soft trim, weatherstripping, convertible soft top, moldings, bright metal, clutch disc, pressure plate and throw out bearing (manual transmission), any and all in-vehicle communications systems, air bag sensors, conversion of the air conditioning system to operate on R134, battery and cables, lenses and bulbs, tires, brake drums, disc brake rotors, wheels, shock absorbers, MacPherson strut inserts, strut inserts, squeaks, rattles, water leaks, wind noise, constant velocity boots, immobilizer key, and remote keyless entry switch assembly.
- Maintenance service expenses specified in your Owner's Manual such as: engine tune-up, wheel balance and alignment, spark plug and wire replacement/adjustment, timing belt replacement, fluid and lubricant replacement/replenishment, wiper blade replacement, headlight aiming, filter replacement, and brake pad and shoe replacement.
- Any repairs relating to loss of performance caused by normal wear and tear unless an actual **MECHANICAL BREAKDOWN** occurs.
- Any failures due to damage resulting from: accident, fire, theft, water damage, freezing, vandalism, explosion, natural disaster, acts of God, physical damage, or any other outside influences.
- Any failures resulting from:
  - Lack of normal maintenance as specified in your vehicle Owner's Manual
  - Overheating of the powertrain
  - Use of improper or contaminated fuels, fluids or lubricants
  - Failure to maintain proper fluid, coolant or lubricant levels
  - Use of inferior, modified, or non-approved parts
  - Modification of the vehicle beyond the original factory specifications
  - Negligent operation of the vehicle with a failed component(s)
  - Pulling a trailer or other vehicle that exceeds Nissan's recommendations or exceeds the maximum Gross Vehicle Weight (GVW) of the vehicle
- Any failures due to rust or corrosion regardless of cause.
- Any failures caused by racing or other competition.
- Service adjustments not usually associated with the replacement of parts.
- Any incidental or consequential damages such as loss of the use of the vehicle, storage charges, inconvenience or commercial loss.
- Any vehicle with an inoperative or altered speedometer and/or odometer so that the actual mileage of the vehicle cannot be determined.
- Any vehicle used for commercial uses (such as taxi, limousine, rental, etc.).

- 8.13 Any expense that is covered by your New Vehicle Warranties, parts warranties, or other Agreements.
- 8.14 Any repair or replacement that has not been authorized by NESNA, or in which the information provided to NESNA cannot be verified as accurate or is found to be deceptive.
- 8.15 This Agreement, and all coverages described herein, does not apply to any vehicle which has ever been:
- the subject of a "salvage" or similar title under any state's law, or
  - "totaled" by a licensed insurance company; that is, been the subject of any insurance company's cash payment of claim in lieu of repairs because of a determination that the cost of repairs exceeded the actual cash value of the vehicle. If this Agreement is written on such a vehicle, the full amount of NESNA's liability under this Agreement is limited to a refund from NESNA of the amount paid to NESNA for this Agreement.
- 8.16 Liability for damage to property or injury to or death of any person arising out of the operation, maintenance, or use of the vehicle described in this Agreement, whether or not related to the PARTS COVERED by this Agreement.
- 8.17 Any vehicle not distributed by Nissan.
- 8.18 Repairs of covered components which components are still covered by a Nissan warranty even if the particular repair is excluded from coverage by the terms of the warranty.

**NESNA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL BE THE LESSER OF: THE TOTAL AMOUNT OF REPAIRS, LESS THE DEDUCTIBLE (refer to the Vehicle/Agreement Information section of this Agreement for the deductible amount) OR THE ACTUAL CASH VALUE OF THE VEHICLE.**

This Agreement provides coverage only with respect to MECHANICAL BREAKDOWNS which occur during the Agreement period in the United States (excluding U.S. Territories).

## 9 LEGAL DEFINITIONS

THIS AGREEMENT IS NOT A WARRANTY, AN EXTENSION OF A NEW VEHICLE WARRANTY, OR AN IMPLIED OR GENERAL WARRANTY AND IT IS NOT A CONDITION OF THE SALE OR FINANCING OF THE VEHICLE. This Agreement is a "Service Contract" as defined in federal law. (See 15 USCS SEC. 2301 (8).) BY ENTERING INTO THIS AGREEMENT, YOU DO NOT WAIVE ANY APPLICABLE WARRANTIES. Be sure to read this Agreement carefully so that you understand the difference in coverage between your Warranties and this Agreement. FURTHER, you are advised that there are various state and federal laws that protect your interests as a consumer. In the event of a problem that cannot be resolved with NESNA, you may have other rights and remedies available to you.

## 10 OPTIONS/EXCLUSIONS

The following state requirements will apply to vehicle service contracts sold in the following states:

### Alabama:

Cancellation and transfer fee is \$25. Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.

### Colorado:

NESNA is the sole obligor under this extended service contract and is solely responsible for payment of or reimbursement of all covered claims. The obligations of NESNA under this contract are guaranteed under a motor vehicle mechanical reimbursement policy underwritten by: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157.

### Connecticut:

In the event of a dispute regarding the terms of this service contract, Purchaser may file a formal written complaint to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the vehicle, the cost of repair of the vehicle and a copy of the service contract.

Should a service contract expire while a vehicle is at a NESNA authorized repair facility for a covered repair, NESNA will complete the repair [begun prior to the expiration of the service contract (based on the repair order open date).]

### Georgia:

Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.

This Service Contract shall be non-cancelable by NESNA except for fraud, material misrepresentation or failure to pay the consideration due therefore.

If you cancel this Service Contract, NESNA shall refund the excess of the consideration paid for this Service Contract above the customary short rate for the expired term of the Service Contract. Your refund will not be reduced by the amount of the claim.

Under provision 11. CANCELLATION, the last line in the third paragraph is deleted.

### Idaho:

Obligations of NESNA under this service contract provider are guaranteed under a service contract reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, or by calling 1(800)358.8885.

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

### Illinois:

The cancellation fee is \$35 or 10% of the retail price. NESNA is the sole obligor under this extended service contract and is solely responsible for payment of or reimbursement for all covered claims.

### Iowa:

NESNA is the sole obligor under this extended service contract and is solely responsible for payment of or reimbursement for all covered claims.

Consumers requesting additional information pertaining to this Service Contract may contact the Iowa Insurance Division at the following address: Iowa Securities Bureau, Division of Insurance, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

### Kentucky:

In consideration of the provisions and stipulations of this Agreement, it is agreed that the lienholder identified on the Vehicle/Agreement Information page shall be provided coverage under this Agreement to the extent of its financial interest in the covered vehicle.

### Louisiana:

Exclusions: Under provision Cancellation the phrases "provided you have not filed a claim" and "if you have filed a claim" are deleted.

### Maine:

Your vehicle is covered under an express dealer warranty for thirty (30) days. The coverage provided under your Service Contract begins upon the expiration of:

1. The thirty-day dealer express warranty period.
2. The New Vehicle Limited Warranty, if any.

### New Hampshire:

1. No cancel or transfer fee will be charged for purchases of Service Contracts.
2. Replacement of any part may be made with a part of like kind or quality.
3. For terms, conditions and exclusions regarding "What is Not Covered" under this Service Contract, see the appropriate section of the Agreement.
4. This Service Contract covers the specific components set forth therein upon expiration of the manufacturer's warranty.

### New York:

Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.

### Oregon:

NESNA is the sole obligor under this extended service contract and is solely responsible for all covered claims.

### South Carolina:

Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.

Consumers requesting additional information or in the event of a problem that cannot be resolved with NESNA may contact the South Carolina Department of Insurance, Office of Special Services, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

### Texas:

Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.

Consumers requesting additional information or in the event of a problem that cannot be resolved with NESNA may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (800) 803.9202.

### Utah:

Obligations of NESNA under this service contract are guaranteed under a service contract reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, or by calling 1(800)358-8885.

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Under Provision CANCELLATION, insert third paragraph to read: If your policy is cancelled for any of the reasons stated above except for nonpayment of premium, the cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to you. If your policy is cancelled due to nonpayment of premium, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to you.

At the time of purchase of this service contract, the following options for payments are made available to you:

- 1) Single payment
- 2) 0% Financing
- 3) Financing through a lienholder.

### Wisconsin:

Obligations of NESNA under this service contract provider are guaranteed under a service contract reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, or by calling 1(800)358.8885.

THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

IN THE STATE OF WISCONSIN, PREAUTHORIZATION OF REPAIR WORK IS REQUIRED BY NESNA. HOWEVER, IF EXTENUATING CIRCUMSTANCES PREVENT THE CUSTOMER FROM OBTAINING PREAUTHORIZATION, NESNA WILL NOT DENY A CLAIM BASED SOLELY ON THE LACK OF PREAUTHORIZATION.

### Wyoming:

Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.

Lienholders may cancel this Agreement only if your vehicle is a total loss or repossessed.

## 11 CANCELLATION

You or a person authorized by you may cancel this Agreement by submitting a written cancellation request which includes the mileage (odometer reading) of the vehicle at the time the cancellation is to be effective, and mailing this information to your selling dealer as listed under the Vehicle/Agreement Information section of this Agreement.

NESNA and/or the Lienholder may cancel this Agreement if: a) your vehicle is a total loss or repossessed, or b) your odometer has been stopped or changed during the term of this Agreement, or c) the registered vehicle has been used in any manner not covered by this Agreement.

If this Agreement is cancelled within sixty (60) days from the Agreement effective date, you will receive a full refund provided you have not filed a claim. If you have filed a claim or if this Agreement is cancelled after sixty (60) days, the refund will be calculated based on the greater of the time in force or the mileage driven compared to the total time or mileage of your term. In addition, a processing fee of \$50 will be deducted from the refund.

NOTE: If this Agreement was financed, the refund will be paid to the lienholder unless proof of pay-off is submitted.

## 12 TRANSFER

This Agreement is for the benefit of the Purchaser and applies only to the vehicle listed in this Agreement. However, this Agreement may be transferred to subsequent owners of the covered vehicle under the following conditions:

1. The vehicle's service records are current and indicate that the vehicle was maintained in accordance with Nissan's recommendations. In the event service records are not available, NESNA may require the vehicle to be inspected and serviced at an approved repair facility at the owner's expense to ensure the vehicle has been properly maintained. If the inspection and service disclose abnormal vehicle conditions, the transfer request may be rejected. This determination shall be within the sole discretion of NESNA.
2. The transfer request is made within thirty (30) days of change in ownership.
3. The transfer information and the appropriate signatures are provided in the Transfer Certificate section.
4. A transfer fee of \$50 or as noted in the Options/Exclusions section payable to Nissan Extended Services North America, GP is included with the transfer request. Payment may be by check or money order.

A new Agreement will be mailed to the subsequent owner within four weeks of NESNA's receipt and successful processing of all requested material.

## VEHICLE/AGREEMENT INFORMATION

Purchaser: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Agreement: \_\_\_\_\_ Deductible: \_\_\_\_\_

VIN: \_\_\_\_\_

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Original Manufacturer's New Vehicle Warranty (In-service)

Date: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_

Agreement Effective

Date: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_

Agreement Expiration (whichever occurs first)

Date: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_

Lienholder: \_\_\_\_\_

Dealer: \_\_\_\_\_

Issuer: NISSAN EXTENDED SERVICES NORTH AMERICA, GP

VEHICLE SERVICE CONTRACTS

P.O. BOX 685004

FRANKLIN, TN 37068-5004