

Security+Plus®

VEHICLE PROTECTION PLAN

08012006000009



Service Agreement Enclosed From Nissan Dealer Protecting your NCV

Member #
RFDD02728926

VIN
1N4DL21D3XTXXXXXX

Name
IMA SAMPLE
Expires (Date/Mileage)
07-11-2015/75000



IMA SAMPLE
1234 ANYSTREET
ANYTOWN, FL 12345

Member #
RFDD02728926

VIN
1N4DL21D3XTXXXXXX

Name
IMA SAMPLE
Expires (Date/Mileage)
07-11-2015/75000

Vehicle/Agreement Information

Purchaser:

IMA SAMPLE
1234 ANYSTREET
ANYTOWN, FL 12345

Policy Number: RFDD02728926

Plan Type: Nissan Preferred - Roadside — NCV Powertrain

Purchase Price: \$500

Deductible: \$50

**Original Manufacturer's
New Vehicle Warranty**

(In-service) Date: 08/11/2010 Odometer Reading: 0

Agreement Effective Date: 09/16/2009 Odometer Reading: 19,275

**Agreement Expiration
(whichever occurs first)** Date: 07/11/2015 Odometer Reading: 75,000

Dealer:

NISSAN DEALER
1234 DEALER STREET
DEALER CITY, FL 12345
(123) 456-7890

Lienholder:

ANY LIENHOLDER

VIN: 1N4DL21D3XTXXXXXX

Make: NISSAN

Model: NCV

Year: 2011



Service Agreement

NATIONAL TOLL-FREE ROADSIDE ASSISTANCE* NUMBER

1-877-526-5376

*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

Send claims for Roadside Assistance to:

Roadside Assistance
Claims Department
P.O. Box 9145
Medford, MA 02155



Congratulations on your recent vehicle purchase and your decision to protect your investment with a Service Agreement. Nissan provides you with quality protection against mechanical failure for covered components.

Your Service Agreement details the specific coverage for your vehicle. It is also your proof of coverage. Please present this Agreement to your selling dealer should your vehicle require servicing.

We urge you to read your Service Agreement carefully, paying close attention to any options or exclusions, fees, deductibles, terms and conditions, owner responsibilities and legal definitions.

If you have any questions regarding your Service Agreement, please contact your dealer.

We sincerely thank you for your business.

NISSAN EXTENDED SERVICES NORTH AMERICA, INC.

1 HOW DOES THIS SERVICE AGREEMENT PROTECT ME?

In return for your payment, Nissan Extended Services North America, Inc. (NESNA)* will arrange for a Nissan dealer to repair or replace all covered parts of your vehicle (see Section 4 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, if any, 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, Inc., P. O. Box 685004, Franklin, TN 37068-5004, Telephone: (615) 725-1000. License No. 60128.

2 WHAT ARE MY SERVICE AGREEMENT TERMS?

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 MY COVERAGE BEGIN AND END?

All coverage under this plan begins on the date the vehicle is delivered to the first retail buyer or put into use ("in-service date"), whichever is earlier, with mileage beginning at zero, regardless of the vehicle age or odometer reading at the time of sale, although any or all components or parts may be covered by the manufacturer's limited warranty, warranty extensions, recalls or campaigns. Expiration of coverage is determined by the greater of time or mileage, whichever occurs first.

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 recorded miles of operation since manufacture cannot be accurately determined by NESNA, this Agreement will be void. Odometer reading reflects the mileage based upon the recording device and numerous factors, and may not reflect actual distance traveled.

13 TRANSFER CERTIFICATE

Transferred from: IMA SAMPLE

Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Date of Transfer: _____ Odometer at Transfer: _____

Agreement: RFDD02728926 VIN: 1N4DL21D3XTXXXXXX

Transferred to: _____ Address: _____

City: _____ State: _____ Zip: _____

I have read and understand all the terms and conditions listed above:

Signature of Former Owner: _____ Date: _____

Signature of New Owner: _____ Date: _____

Your transfer request must include the following:

- Current and new agreement holder signatures
- Transfer date and mileage
- Current agreement holder's signature on the transfer request form OR copy of Power of Attorney and signature of that person who is authorized to sign for the current agreement holder
- Change of Ownership documents (at least one of the following: copy of title, registration application, Bill of Sale)
- Copies of complete maintenance records indicating the vehicle has been maintained in accordance with the manufacturer's recommendations OR inspection of the vehicle by a Nissan dealer and completion of a Vehicle Inspection Report (inspection at owner's expense)
- Transfer fee, by personal check or money order, payable to 'Nissan Extended Services North America' or 'NESNA'. Refer to Section 12 (How Do I Transfer My Service Agreement?) for transfer fee information.

Mail the items listed above, a copy of this Transfer Certificate and your transfer fee payment to:

NISSAN EXTENDED SERVICES NORTH AMERICA
VEHICLE SERVICE CONTRACTS
P.O. BOX 685004 (A-4-F)
FRANKLIN, TN 37068-5004

If you have any questions, please contact Nissan Consumer Affairs at (800) 647-7261.

12 HOW DO I TRANSFER MY SERVICE AGREEMENT?

This Agreement is for the benefit of the Purchaser and applies only to the vehicle listed in your 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 \$40, payable to NESNA is included with the transfer request. Payment may be by check or money order.

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

4 WHAT DOES MY SERVICE AGREEMENT COVER?

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, and seals and gaskets.

TRANSMISSION:

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

FUEL:

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

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, free running hubs, constant velocity joints (spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

SUSPENSION:

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, front coil and leaf springs.

STEERING:

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

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 and windshield wiper motor.

BRAKES:

Master cylinder, vacuum assist booster, wheel cylinders, disc calipers, hydraulic valves, lines and fittings, and seals and gaskets.

NISSAN AIR CONDITIONING (ORIGINAL EQUIPMENT MANUFACTURER ONLY):

Compressor, clutch and pulley, condenser, evaporator, receiver dryer, and seals and valves.

NOTE:

Only those parts listed are covered under this Agreement.

DEDUCTIBLE:

Repairs for components covered under this Agreement are subject to the deductible listed, if any, 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 in use at the time of repair. The replacement part may differ from the original part.

TOWING

Coverage provided by the manufacturer's powertrain warranty for 60 months / 60,000 miles, whichever comes first. If your vehicle requires towing due to the MECHANICAL BREAKDOWN of a covered part, this Agreement will provide reimbursement for the actual towing expense incurred in towing it to the nearest participating Nissan dealer, not to exceed \$100 per claim.

ROADSIDE ASSISTANCE* BENEFITS *(Coverage by the Service Agreement for 36 months / 36,000 miles, whichever occurs first.)*

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

▪ **ROADSIDE ASSISTANCE COVERAGE**

Upon 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 per claim.

▪ **TOWING** *(Coverage provided by the Service Agreement for 36 months / 36,000 miles, whichever comes first)*

If your vehicle requires towing due to the MECHANICAL BREAKDOWN of a covered part, this Agreement will provide reimbursement for the actual towing expense incurred in towing it to the nearest participating Nissan dealer, 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. This Agreement will provide coverage for trip interruption, not to exceed \$500 per claim.

FOR 24-HOUR ROADSIDE ASSISTANCE CALL 1-877-526-5376

*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.

11 HOW DO I CANCEL MY SERVICE AGREEMENT?

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 the Agreement is cancelled within sixty (60) days from the date of purchase, then you will receive a full refund less any claims paid. If the Agreement is cancelled after sixty (60) days, then the refund will be calculated as follows: If the Agreement is cancelled by NESNA and/or the Lienholder, you will receive one hundred percent (100%) of the paid unearned pro rata premium, less a cancellation fee not to exceed five percent (5%) of the gross premium paid by the Agreement holder, and not to exceed \$25. If you cancel the Agreement, NESNA shall return directly to you not less than ninety percent (90%) of the unearned pro rata premium, less a cancellation fee not to exceed five percent (5%) of the gross premium paid by the Agreement holder, and not to exceed \$25. NESNA remains responsible for full refunds to you on cancelled service agreements. Your salesperson or agent is responsible for the refund of their unearned pro rata commission. NOTE: If this Agreement was financed, then the refund will be paid to the lienholder unless proof of pay-off is submitted.

9 LEGAL DEFINITIONS OF MY SERVICE AGREEMENT

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 ARE THERE ANY OPTIONS/EXCLUSIONS TO MY SERVICE AGREEMENT?

Florida:

The retail price charged for this service agreement is not regulated by the Florida Office of Insurance Regulation.

Missouri, North Dakota, and Oregon:

Cancel: If the Agreement is cancelled within sixty (60) days from the Agreement effective date, then you will receive a full refund provided you have not filed a claim. If you have filed a claim or if the Agreement is cancelled after sixty (60) days, then 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.

Transfer: A transfer fee of \$50, payable to NESNA, is included with the transfer request.

Oregon:

NESNA is the obligor under this extended service contract and responsible for all covered claims. All extended service contracts issued by NESNA are guaranteed by its parent company, Nissan Extended Services North America, G.P.

5 WHAT DO I DO IN CASE OF THE MECHANICAL BREAKDOWN OF A COVERED PART?

- 5.1 It is your responsibility to protect the vehicle against any further damage.
- 5.2 Return the vehicle to the selling dealer if possible, or the nearest participating Nissan Commercial Vehicle dealer.
- 5.3 Provide this Agreement to the repairing dealer to obtain coverage afforded by this Agreement.
- 5.4 Provide proof of maintenance to the repairing dealer, as applicable (refer to Maintenance and Records).
- 5.5 Pay the deductible shown, if any, 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.
- 5.6 If emergency repairs are required and performed outside of normal business hours, please contact 1-800-647-7261 the next business day.

6 WHAT IF I NEED ASSISTANCE LOCATING A NISSAN REPAIR FACILITY?

The repair or replacement must be performed by your selling Nissan dealer or by a participating Nissan Commercial Vehicle 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 WHAT ABOUT MAINTENANCE AND RECORD-KEEPING?

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 BY MY SERVICE AGREEMENT?

- 8.1** Any components not listed in Section 4 of this Agreement, including but not limited to: paint, exhaust system, carpet, glass, upholstery, soft trim, weatherstripping, moldings, bright metal, clutch disc, pressure plate and throw out bearing (manual transmission), mobile entertainment systems, navigational systems, air bags and any related sensors and modules, conversion of the air conditioning system to operate on R134, audio system components, battery and cables, lenses and bulbs, belts and hoses, tires, brake drums, disc brake rotors, wheels, strut inserts, shock absorbers, squeaks, rattles, water leaks, wind noise, constant velocity boots, immobilizer key and remote keyless entry switch assembly.
- 8.2** 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.
- 8.3** Any repairs relating to loss of performance caused by normal wear and tear unless an actual **MECHANICAL BREAKDOWN** occurs.
- 8.4** 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.
- 8.5** 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, including any 'upfitting' modifications
 - Negligent operation of a 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
- 8.6** Any failures due to rust or corrosion regardless of cause.
- 8.7** Any failures caused by racing or other competition.
- 8.8** Service adjustments not usually associated with the replacement of parts.
- 8.9** Any incidental or consequential damages such as loss of the use of the vehicle, storage charges, inconvenience or commercial loss.
- 8.10** Any vehicle with an inoperative or altered speedometer and/or odometer, so that the actual mileage of the vehicle cannot be determined.
- 8.11** Any expense that is covered by your New Vehicle Warranties, parts warranties, or other Agreements.
- 8.12** 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.

- 8.13** 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.
- 8.14** 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.
- 8.15** Any vehicle not distributed by Nissan.
- 8.16** 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 IS AS FOLLOWS: TOTAL ACCUMULATIVE CLAIMS DURING THE TERM OF THE AGREEMENT SHALL NOT EXCEED THE PRIVATE PARTY VALUE OF THE VEHICLE AS LISTED BY KELLEY BLUE BOOK® AT THE TIME OF CURRENT CLAIM.***
- This Agreement provides coverage only with respect to **MECHANICAL BREAKDOWNS** which occur during the Agreement period in the United States (excluding U.S. Territories).