



## NISSAN VEHICLE SERVICE CONTRACT (VSC) GOLD PREFERRED

### 1 HOW DOES MY VSC PROTECT ME?

In return for your payment, Nissan Extended Services North America (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 VSC are met. The deductible which you must pay, if any, is listed in the Vehicle/Agreement Information section of this VSC.

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 VSC does not provide any benefit for any mechanical failure or breakdown caused by a non-covered part.

\*NESNA indicates Nissan Extended Services North America, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000.

### 2 WHAT ARE MY VSC TERMS?

**This VSC applies during the term shown in the Vehicle/Agreement Information section of this VSC.**

### 3 WHEN DOES MY COVERAGE BEGIN AND END?

**New Vehicle VSCs:** Coverage begins on the manufacturer's original warranty start date, with mileage beginning at zero, regardless of the vehicle age or odometer reading at the time of sale.

**Pre-Owned Vehicle VSCs:** The contract term begins on the date of purchase and current odometer reading at the time of purchase. The months and miles of the pre-owned contract term purchased are additive to the date and miles on the odometer at the time of purchase. This VSC continues until the expiration date or expiration mileage listed in the Vehicle/Agreement Information Section of this VSC is reached, whichever occurs first.

Odometer reading, which appears in the Vehicle/Agreement Information section of this VSC, 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.

### 4 WHAT DOES MY VSC COVER?

**This VSC covers repairs needed due to MECHANICAL BREAKDOWN, as defined above, for all Nissan parts and components of your vehicle except for those items described in Section 8 of this VSC.**

**DEDUCTIBLE:**

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

**CAR RENTAL REIMBURSEMENT:**

If you require alternate transportation due to the MECHANICAL BREAKDOWN of a covered part, this VSC 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**

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. Battery boost and gas delivery does not apply to Nissan LEAF; see enhanced towing assistance for Nissan LEAF below.

▪ **TOWING**

If your vehicle requires towing due to the MECHANICAL BREAKDOWN of a covered part, this VSC will provide reimbursement for the actual towing expense incurred in towing it to the nearest participating Nissan dealer, not to exceed \$100 per claim. For Nissan LEAF, towing is covered via flatbed tow truck in the sole discretion of NESNA to: 1) the VSC holder's home for charging, 2) an independent charging facility, 3) the closest authorized Nissan Certified Electric Vehicle dealership for charging or repair, or 4) the VSC holder's choice of a Nissan Certified Electric Vehicle dealership within 50 miles beyond the nearest Nissan Certified Electric Vehicle dealership for charging or repair. The \$100 limit does not apply to Nissan LEAF.

▪ **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 VSC will provide coverage for trip interruption, not to exceed \$500 per claim.

**FOR 24-HOUR ROADSIDE ASSISTANCE CALL 800-225-2476  
(GT-R owners call 866-668-1GTR; LEAF owners call 800-801-6161)**

\*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 VSC for any exceptions to coverage mandated by state law or state regulatory authority. If you have any questions, please contact your dealer or call 800-NISSAN-1.

## **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 dealer.
- 5.3 Provide this VSC to the repairing dealer to obtain coverage afforded by this VSC.
- 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 VSC. All other costs relating to excluded items will be the responsibility of the holder of this VSC.
- 5.6 If emergency repairs are required and performed outside of normal business hours, please contact 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 dealer, except as otherwise approved by NESNA. Should you require assistance in locating the nearest Nissan dealer, call Nissan Consumer Affairs at **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 VSC. 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 VSC?**

- 8.1 Nissan Electric Vehicle lithium-ion battery (your 8-year/100,000-mile Original Equipment Manufacturer (OEM) factory battery warranty still applies. See the Warranty Information Booklet for complete details, terms and conditions).
- 8.2 Paint, exhaust system, carpet, glass, upholstery, soft trim, weatherstripping, convertible soft top fabric and liner, moldings, bright metal, clutch disc, pressure plate and throw out bearing (manual transmission), air bags and any related sensors and modules, conversion of the air conditioning system to operate on R134, battery, lenses and bulbs, tires, brake drums, disc brake rotors, wheels, strut inserts, shock absorbers, squeaks, rattles, water leaks, wind noise, immobilizer key and remote keyless entry switch assembly.
- 8.3 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.
- 8.4 Any repairs relating to loss of performance caused by normal wear and tear unless an actual **MECHANICAL BREAKDOWN** occurs.
- 8.5 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.
- 8.6 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 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
- 8.7 Any failures due to rust or corrosion regardless of cause.
- 8.8 Any failures caused by racing or other competition.
- 8.9 Service adjustments not usually associated with the replacement of parts.
- 8.10 Any incidental or consequential damages such as loss of the use of the vehicle, storage charges, inconvenience or commercial loss.
- 8.11 Any vehicle with an inoperative or altered speedometer and/or odometer so that the actual mileage of the vehicle cannot be determined.
- 8.12 Any vehicle used for commercial uses (such as taxi, limousine, rental, snow plow, etc.).
- 8.13 Any expense that is covered by your New Vehicle Warranties, parts warranties, or other VSCs.
- 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 VSC, 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 VSC is written on such a vehicle, the full amount of NESNA's liability under this VSC is limited to a refund from NESNA of the amount paid to NESNA for this VSC.
- 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 VSC, whether or not related to the **PARTS COVERED** by this VSC.
- 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 VSC IS AS FOLLOWS: TOTAL ACCUMULATIVE CLAIMS DURING THE TERM OF THE VSC SHALL NOT EXCEED THE PRIVATE PARTY VALUE OF THE VEHICLE AS LISTED BY KELLEY BLUE BOOK® IMMEDIATELY PRECEDING THE LOSS DUE TO THE MOST CURRENT CLAIM.**

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

## **9 LEGAL DEFINITIONS OF MY VSC**

THIS VSC 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 VSC is a "Service Contract" as defined in federal law. (See 15 USCS SEC. 2301 (8).) BY ENTERING INTO THIS VSC, YOU DO NOT WAIVE ANY APPLICABLE WARRANTIES. Be sure to read this VSC carefully so that you understand the difference in coverage between your Warranties and this VSC. 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 VSC?**

Specific requirements apply to VSCs sold in the following states:

**Alabama:** Cancellation fee is \$25. Obligations of NESNA under this VSC are backed by the full faith and credit of the provider.

**Arizona:** THERE IS NO COVERAGE UNDER THIS VSC FOR LOSS OR BREAKDOWN OF AN ELECTRIC MOTOR, BATTERY PACK, AND GENERATOR.

**Cancel:** Fee is \$25. CONTRACTS CANNOT BE CANCELLED OR COVERAGE VOIDED FOR THE FOLLOWING REASONS: 1) PRE-EXISTING CONDITIONS; 2) PRIOR USE OR THE ODOMETER HAS BEEN TAMPERED WITH PRIOR TO YOUR PURCHASE OF THE VEHICLE; 3) MISREPRESENTATION BY EITHER THE MOTOR VEHICLE DEALER OR ITS SUBCONTRACTORS; 4) INELIGIBILITY FOR THE PROGRAM INCLUDING GRAY MARKETS, HIGH PERFORMANCE AND GM DIESEL AUTOS.

**Transfer:** Fee is \$25. Your refund will not be reduced by claims cost.

All Consumer complaints are subject to the provisions of A.R.S. 20-1095.04 and 20.1095.09. You may file such complaints directly with the Arizona Department of Insurance Consumer Affairs Division (toll-free number 800-325-2548 or email to consumer@id.state.az.us).

Under Section 8, items 8.15 and 8.17 do not apply.

THIS VSC IS EFFECTIVE AS OF THE EFFECTIVE DATE SHOWN ABOVE, AND ITS TIME AND MILEAGE LIMITS BEGIN TO RUN AS OF THIS DATE, EVEN THOUGH ANY COMPONENTS OR PARTS COVERED BY THE MANUFACTURER'S LIMITED WARRANTY ARE NOT COVERED BY THIS VSC UNTIL EXPIRATION OF SUCH WARRANTY.

**California:** Nissan Extended Services North America, GP, P.O. Box 685004 (A-4-F), Franklin, TN 37068-5004, Tel. 615-725-1000, CA VSC License #0E81392.

NESNA is the sole obligor under this service contract and is solely responsible for payment of or reimbursement for all covered claims. If any promise made in this contract has been denied or has not been honored within 60 days after your request, you may contact the California Department of Insurance at 1-800-927-4357.

In consideration of the provisions and stipulations of this service contract together with such other provisions, stipulations and agreements as may be added thereto, it is agreed that the lienholder listed in the Vehicle/Agreement Information section of this VSC shall be provided coverage under such contract to the extent of its financial interest in the covered vehicle.

**Cancel:** You or a person authorized by you may cancel this VSC 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 VSC.

(a) NESNA and/or the Lienholder may cancel this VSC within sixty (60) days under the following conditions:

- (1) Notice of cancellation is mailed to you postmarked before the 61st day after the date the contract was sold by the selling dealer.
- (2) NESNA and/or the Lienholder provides you with a refund equal to the full purchase price stated in this VSC within thirty (30) days from the date of cancellation. However, if NESNA has paid a claim, or has advised you in writing that it will pay a claim, it may provide a pro rata refund, less the amount of any claims paid prior to cancellation. In addition, a cancellation fee of \$25 or 10% of the retail price, whichever is lesser, applies for consumer-initiated cancellations after 60 days for new vehicle plans and 30 days for used vehicle plans, regardless of whether a claim is filed.
- (3) This VSC ceases to be valid no less than five days after the postmark date of the notice.
- (4) The notice states the specific grounds for the cancellation.

(b) NESNA and/or the Lienholder may at any time cancel this VSC if: a) your vehicle is a total loss or repossessed, b) your odometer has been stopped or changed during the term of this VSC, c) the registered vehicle has been used in any manner not covered by this VSC, or d) nonpayment by you, conditioned upon each of the following:

- (1) Notice of cancellation is mailed to you.
- (2) If any refund is owed pursuant to Section 1794.41 of the Civil Code, the refund is paid within 30 days of the date of cancellation.
- (3) This VSC ceases to be valid no less than five days after the postmark date of the notice.
- (4) The notice states the specific grounds for the cancellation.

(c) NESNA and/or the Lienholder may at any time cancel this VSC for material misrepresentation or fraud by you, conditioned upon each of the following:

- (1) Notice of cancellation is mailed to you
- (2) A pro rata refund of the purchase price stated on the VSC is paid within 30 days of the date of cancellation.
- (3) The notice states the specific nature of the misrepresentation.

(d) If NESNA cancels this VSC it is liable for any claim reported to NESNA if the claim is reported prior to the effective date of cancellation and is covered by this VSC. For the purpose of this subdivision, you are deemed to have reported a claim if you have completed the first step required under this VSC for reporting a claim.

(e) If NESNA cancels this VSC pursuant to subdivision (b), (c), or (d) and pays a claim, or has advised you in writing that it will pay a claim, NESNA may provide a pro rata rather than full refund, less the amount of any claims paid prior to cancellation.

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

**Transfer:** Fee is \$25.

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



**Connecticut:** In the event of a dispute regarding the terms of this VSC, 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 VSC.

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

**Florida:** Nissan Security+Plus is administered by Nissan Extended Services North America, Inc., License #60128. The retail price charged for this VSC is not regulated by the Florida Office of Insurance Regulation.

**Cancel:** If the VSC is cancelled within sixty (60) days from the date of purchase, then you will receive a full refund less any claims paid. If the VSC is cancelled after sixty (60) days, then the refund will be calculated as follows: If the VSC 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 VSC holder, and not to exceed \$25. If you cancel the VSC, 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 VSC holder, and not to exceed \$25. NESNA remains responsible for full refunds to you on cancelled VSCs. Your salesperson or agent is responsible for the refund of their unearned pro rata commission.

**Transfer:** Transfer fee is \$40.

**Georgia:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider.

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

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

Under Section 11 "HOW DO I CANCEL MY VSC?", the last line in the third paragraph is deleted.

**Idaho:** Obligations of NESNA under this VSC provider are guaranteed under a VSC 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 VSC holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 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 \$50 or 10% of the retail price, whichever is lesser. NESNA is the sole obligor under this VSC and is a) the party responsible for honoring cancellation requests, and b) solely responsible for payment of or reimbursement for all covered claims.

**Iowa:** NESNA is the sole obligor under this VSC and is solely responsible for payment of or reimbursement for all covered claims. Consumers requesting additional information pertaining to this VSC may contact the Iowa Insurance Division at the following address: Iowa Securities Bureau, Division of Insurance, 340 East Maple Street, Des Moines, IA 50319-0066, Tel. 515-281-4441.

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

**Louisiana:** Under Section 11 "HOW DO I CANCEL MY VSC?", 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 VSC begins upon the expiration of:

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

**Missouri:** Nissan Security+Plus is administered by Nissan Extended Services North America, Inc., P.O. Box 685004 (A-4-F), Franklin, TN 37068-5004, Tel. 615-725-1000.

**New Hampshire:**

1. Replacement of any part may be made with a part of like kind or quality.
2. For terms, conditions and exclusions regarding what is not covered under this VSC, see the appropriate section of the VSC.
3. This VSC covers the specific components set forth therein upon expiration of the manufacturer's warranty.

**New York:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. VSC holders have the right to return their VSC, pursuant to Sections 7905(n) and 7903(e) of Article 79 of the state Insurance Law. This VSC contains a termination provision requiring the VSC provider to mail written notice to the consumer at least 15 days prior to cancellation by the VSC provider, unless the termination is for nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by the consumer, pursuant to Section 7905(k) of the state Insurance Law.

**North Dakota:** Nissan Security+Plus is administered by Nissan Extended Services North America, Inc., P.O. Box 685004 (A-4-F), Franklin, TN 37068-5004, Tel. 615-725-1000.

**Oregon:** NESNA is the sole obligor under this VSC and is solely responsible for all covered claims. All VSCs issued by NESNA, Inc. are guaranteed by its parent company, NESNA, GP, P.O. Box 685004 (A-4-F), Franklin, TN 37068-5004, Tel. 615-725-1000.

Your refund may be requested and obtained directly from NESNA, or requested from the selling dealer for distribution from the dealer or directly from NESNA.

**South Carolina:** Obligations of NESNA under this VSC 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, Tel. 800-768-3467.

**Texas:** Obligations of NESNA under this VSC 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, TX 78711, Tel. 800-803-9202.

**Utah:** Obligations of NESNA under this VSC are guaranteed under a VSC 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, FL 33157, Tel. 800-358-8885.

This VSC is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 801-538-3800.

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

Under Section 5 "WHAT DO I DO IN CASE OF THE BREAKDOWN OF A COVERED PART?", insert:

- "If emergency repair is required and performed outside of normal business hours, call 800-647-7261 the next business day, or as soon as reasonably possible, to submit a request for reimbursement. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. NESNA will determine if the MECHANICAL BREAKDOWN is related to a component covered by this VSC and will reimburse you in accordance with this VSC."

Under Section 11 "HOW DO I CANCEL MY VSC?", replace "if: a) your vehicle is a total loss or repossessed, or b) your odometer has been stopped or changed during the term of this VSC, or c) the registered vehicle has been used in any manner not covered by this VSC" with "due to material misrepresentation; substantial change in the risk assumed, unless NESNA should reasonably have foreseen the change or contemplated the risk when entering into the contract; and substantial breaches of contractual duties, conditions, or warranties."

Under Section 11 "HOW DO I CANCEL MY VSC?", 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 VSC, the following options for payments are made available to you:

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

**Washington:** This VSC is not an insurance contract.

Trip interruption: The state of Washington requires that an insurance company underwrite trip interruption benefits, so Cross Country Motor Club has engaged Old Republic Insurance Company. Claims are to be submitted to Cross Country for routine handling, but after sixty (60) days from your filing a proof of loss, you are entitled to also submit a claim directly to Old Republic Insurance Company - Tulsa Branch, 8282 South Memorial Drive, Tulsa, OK 74133, Tel. 918-307-1000.

Definitions:

**Motor vehicle/vehicle** means any vehicle subject to registration under Chapter 46.16 RCW described on the **Vehicle/Agreement Information Page** that is covered under this **VSC**.

**Provider Fee/Single Payment Contract Sales Price** means the consideration paid by the consumer for the **VSC**.

**Reimbursement Insurance Policy** means a policy of insurance issued by American Bankers Insurance Company of Florida issued to **NESNA**.

**VSC** means a **Service Contract/Service Agreement** which You have purchased for the **Motor Vehicle/Vehicle** described on the **Vehicle/Agreement Information Page**.

**VSC Holder/You/Your** means the person who is the purchaser or holder of the **VSC** as shown on the **Vehicle/Agreement Information Page**.

**VSC Provider** means NESNA, who is contractually obligated to the **VSC Holder** under the terms of the **VSC**.

Cancel: You may submit a cancellation request directly to your selling dealer, NESNA, or to the insurer of the reimbursement insurance policy. The fee is \$25. A ten percent penalty shall be added to any refund that is not paid within thirty days of return receipt of the contract to the provider. Transfer fee is \$25. After the first 60 days, NESNA may not cancel the contract and is fully obligated under the terms of the contract. The State of Washington is the jurisdiction of any civil action in connection with a motor vehicle service contract. The State of Washington commissioner is the service contract provider's attorney to receive service of legal process in any action, suit or proceeding in any court. The implied warranty merchantability on the covered vehicle is not waived if the VSC has been purchased within ninety days of the purchase date of the covered vehicle and through the dealer from whom the vehicle was purchased.

NESNA shall not deny a claim for coverage based upon the service contract holder's failure to properly maintain the vehicle, unless the failure to maintain the vehicle involved the failed part or parts. NESNA's obligations under this VSC are guaranteed under a motor vehicle mechanical reimbursement insurance policy, Policy Number SFN-68-WA-1, issued to NESNA by American Bankers Insurance Company of Florida. We encourage you to submit your proof of loss directly to NESNA at P.O. Box 685009 (P-3-B), Franklin, TN 37068-5009 or by calling 800-888-5245. The claimant also has the option to submit a claim in writing to the insurer, American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 800-852-2244.

**Wisconsin:** Obligations of NESNA under this VSC provider are guaranteed under a VSC 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 VSC holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 800-358-8885.

THIS VSC 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 VSC are backed by the full faith and credit of the provider.

Under Section 11 "HOW DO I CANCEL MY VSC?", the following state requirements apply: If this VSC was financed and no proof of payoff is submitted, then the refund will be paid to the purchaser and the lienholder as an additional payee. Lienholders may cancel this VSC only if your vehicle is a total loss or repossessed.

## 11 HOW DO I CANCEL MY VSC?

You or a person authorized by you may cancel this VSC 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 in the Vehicle/Agreement Information section of this VSC.

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

If this VSC is cancelled within sixty (60) days from the VSC effective date, then you will receive a full refund provided you have not filed a claim. If you have filed a claim or if this VSC 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 (or as noted in Section 10 of this VSC) will be deducted from the refund.

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

**12 HOW DO I TRANSFER MY VSC?**

This VSC is for the benefit of the Purchaser and applies only to the vehicle listed in this VSC. However, this VSC 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, then 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 of this VSC.
4. A transfer fee of \$50 (or as noted in Section 10 of this VSC), payable to NESNA, is included with the transfer request. Payment may be by check or money order.

A new VSC will be mailed to the subsequent owner after 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 (A-4-F)  
FRANKLIN, TN 37068-5004