



1 HOW DOES MY VEHICLE SERVICE CONTRACT (VSC) PROTECT ME?

In return for your payment, NESNA\*, the Administrator/Provider, will arrange for a Nissan dealer to repair or replace all covered parts of your vehicle (see Section 4 What Is Covered) 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 Application/Declaration.

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, or to a non-covered part.

\*Nissan Extended Services North America, GP, 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 Application/Declaration.

3 WHEN DOES MY COVERAGE BEGIN AND END?

New Vehicle VSCs: Coverage begins on the manufacturer's original warranty start date (in service date), 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.

Pre-Owned Vehicle VSCs: The contract term begins on the date of purchase and current odometer reading at the time of purchase, ALTHOUGH ANY OR ALL COMPONENTS OR PARTS MAY BE COVERED BY THE MANUFACTURER'S LIMITED WARRANTY, WARRANTY EXTENSIONS, RECALLS OR CAMPAIGNS. 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 Application/Declaration is reached, whichever occurs first.

Odometer reading, which appears in the Application/Declaration, 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, then this VSC 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 IS COVERED

POWERTRAIN PREFERRED PLAN

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 mount, turbocharger valves and actuator, radiator, fan and fan coupling, fan motor, water pump, and seals and gaskets. Diesel Engine: vacuum pump and glow plug controller/relay, oil cooler, EGR cooler, lift pump, high-pressure pump, fuel pressure relief valve, fuel injectors.

FUEL: Fuel pump(s), Multi-port fuel injection system including sensors, throttle by wire, control units, fuel injectors, fuel tank and lines, and seals and gaskets.

HYBRID / ELECTRIC VEHICLE (HEV/EV): Traction motor, power converter, inverter unit, reduction gear/transaxle, EV cables, DC/DC converter, onboard charger, onboard charger connector, and trickle charge cable.

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

DRIVETRAIN (FWD/RWD/AWD): Drive shafts, final drive housing and all internal parts, propeller shaft(s), universal joints, constant velocity joints, locking hubs, four-wheel drive actuator/motor, and seals and gaskets.

FRONT & REAR SUSPENSION: Strut assemblies, 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, front coil and leaf springs.

STEERING: Steering gear housing(s) and all internal parts, rack and pinion assembly, power steering pump (including electronic), steering column main and upper shafts, tilt wheel mechanism/actuator, 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, push start ignition switch, wiring harness, horn, and front and rear 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.

## SILVER PREFERRED PLAN

**(Named Coverage; includes POWERTRAIN PREFERRED PLAN coverage, plus the following additional parts)**

**ELECTRICAL:** Manually and mechanically operated switches, relays, electronic instrument cluster, electronic driver information display and module (head up display unit), drive computer display, wiper motor washers, liftgate motor and 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, OEM anti-theft system, Nissan-supplied audio system components, Nissan-supplied mobile entertainment systems, and Nissan-supplied navigational systems.

**BRAKES:** Electronic brake force distribution, anti-lock braking system, traction control system, hill assist, electronic parking brake, and belts and hoses.

**NISSAN AIR CONDITIONING (ORIGINAL EQUIPMENT MANUFACTURER ONLY):** Automatic temperature control, blower motor, heater core, and belts and hoses.

**FRONT & REAR SUSPENSION:** Rear axle beam, and electric adjustable shock absorbers.

**STEERING:** Power Steering reservoir tank, belts and hoses.

**ENGINE:** Belts and hoses.

**TRANSMISSION:** Oil cooler, transfer control unit.

## GOLD PREFERRED PLAN

**Includes Powertrain Preferred and Silver Preferred plan coverage, plus any other MECHANICAL BREAKDOWN except for those items listed in Section 8 WHAT IS NOT COVERED/LIMITS OF LIABILITY.**

**Seals and gaskets are covered components for leakage failures as they relate to any repairs needed due to mechanical breakdown, as defined above. However, seepage is not covered and cannot be claimed under this VSC. Leakage is defined as an actively dripping seal/gasket; seepage is defined as a wet seal/gasket.**

**DEDUCTIBLE:** Repairs for components covered under this VSC are subject to the deductible listed in the Application/Declaration, 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, then this VSC will provide reimbursement for the actual expenses of substitute transportation up to \$42 per day, to a maximum of 5 days, and \$210 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 \$84
8.1 - 16.0 Hours	3	up to \$126
16.1 - 24.0 Hours	4	up to \$168
24.1 - 32.0 Hours	5	up to \$210

### **EMERGENCY ROADSIDE ASSISTANCE\* BENEFITS**

- **ROADSIDE ASSISTANCE**

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); out-of-gas delivery (maximum \$5); and lock-out assistance, up to a maximum of \$100 per claim. See enhanced towing assistance for Nissan Electric Vehicles below.

- **TOWING**

If required due to the mechanical breakdown of a covered part, then reimbursement is provided for the actual expense to tow the vehicle to the nearest participating Nissan dealer, up to \$100 per claim. Towing for Nissan Electric Vehicle is covered by flatbed tow truck in the sole discretion of NESNA to 1) the VSC holder's home for charging, 2) EV Roadside Charging/an independent charging facility, 3) the nearest authorized Nissan Certified Electric Vehicle dealership for charging or repair.

- **TRIP INTERRUPTION**

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 alternate transportation, meals and lodging. Coverage not to exceed \$500 per claim.

**FOR 24-HOUR ROADSIDE ASSISTANCE CALL 800-225-2476**

**(GT-R owners call 866-668-1GTR; Electric Vehicle owners call 800-801-6161)**

\*Services administered by Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are administered by Cross Country Motor Club of California, Inc., Medford, MA 02155.

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.
- 5.4 Provide proof of maintenance to the repairing dealer, as applicable (refer to section 7).
- 5.5 Pay the deductible shown, if any, in the Application/Declaration. 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, then 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 in the U.S. (including Alaska and Hawaii, but excluding U.S. Territories), except as otherwise approved by NESNA. Should you require assistance in locating the nearest participating Nissan dealer, point your browser to <https://www.nissanusa.com/nissanddealers/locate/> or 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. **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**

- 8.1 Any and all electric vehicle or hybrid vehicle batteries, cells/modules are not eligible for coverage, including but not limited to Hybrid/Electric Vehicle (EV) battery (nickel-metal hydrate or lithium-ion drive propulsion drive battery). Gradual battery capacity loss: Nickel-Metal Hydride or Lithium-Ion batteries like all batteries, will experience gradual capacity loss with time and use. Loss of battery capacity due to or resulting from gradual capacity loss is not covered under this VSC.
- 8.2 Paint, Diesel Oxidation Catalysts (DOC), Diesel Particulate Filters (DPF) and Selective Catalytic Reduction (SCR) catalyst systems/components, carpet, glass, upholstery, dashboard, interior/exterior 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, 12-volt battery and cables, 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. Headlight systems including, but not limited to High Intensity Discharge, Adaptive Front Lighting, Daytime Running Light, Head lamp/Tail lamp assemblies, Center high-mounted stop lamp assembly and their lenses, bulbs/LEDs.

### **SILVER PREFERRED AND POWERTRAIN PREFERRED PLAN ONLY:**

- Advanced Driver Assistance Systems (ADAS), including but not limited to Intelligent Cruise Control System, Camera / LIDAR System, Parking Sonars, Blind Spot Monitoring
  - Constant velocity boots
  - Hybrid/EV/Hydrogen vehicle systems/components are not eligible for coverage, PCU, ECM and PCM; and regenerative braking systems.
- 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 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, while the vehicle is owned by You
    - Overheating of the powertrain
    - Engine detonation
    - Engine over-rev or transmission mis-shift (improper shift)
    - Use of improper or contaminated fuels, fluids or lubricants
    - Failure to maintain proper fluid, coolant or lubricant levels

- Sludge, sludge build-up, varnish, restricted oil passages, stuck piston rings, engine oil consumption
  - Use of inferior, modified, or non-approved parts
  - Modification of the vehicle departing from, or differing from, the original factory specifications, including but not limited to altering/ tampering with any computer, control unit or electronic modules, while the vehicle is owned by You
  - Negligent operation of a vehicle with a failed component(s), or failure to protect your vehicle from further damage when a breakdown has occurred or continued operation with a failed component that may result in further damages
  - Pulling a trailer or other vehicle that exceeds Nissan's recommendations or 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 and/or competitive driving of any sort whatsoever, and/or use on a track or driving on any closed course, or operation of the vehicle not in compliance with the vehicle's Owner's Manual.
- 8.9 Service adjustments not usually associated with the replacement of parts, such as software updates.
- 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 failure resulting from pre-existing conditions which were present at the time of vehicle sale.**
- 8.13 Any vehicle used for commercial uses (such as taxi, limousine, rental, snow plow, fleet, etc.), except for Nissan Commercial Vehicles and vehicles used for on-demand "ride-sharing" services, where the vehicle is privately owned and driven by its owner (Uber, Lyft, etc.).
- 8.14 Any expense that is covered by your New Vehicle Warranties, parts warranties, or other VSCs.
- 8.15 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.
- 8.16 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, then 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
- 8.17 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.
- 8.18 Any vehicle not distributed by Nissan North America, Inc.
- 8.19 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.
- 8.20 Seepage around seals. SEEPAGE IS DEFINED AS A WET SEAL/GASKET.

*NESNA's limit of liability for any one repair visit, shall not exceed the actual cash value of the vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the term of this 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 this VSC period in the United States (excluding U.S. Territories).

## 9 LEGAL DEFINITIONS

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. If a problem cannot be resolved with NESNA, you may have other rights and remedies available.

## 10 STATE-SPECIFIC INFORMATION

Please read the state amendatory endorsements below, which apply to the state in which the dealer You purchased this VSC from is located.

**Alabama:** Cancel: Fee is \$25. If the lienholder or NESNA cancels the VSC, then the fee may not be deducted. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this VSC to NESNA.

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

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

If You cancel this VSC within 60 days of its effective date, then You will receive a full refund. If NESNA does not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid.

If You cancel this VSC after 60 days from its effective date, then You will be charged a cancel fee of \$75 or 7.5% of the unearned portion of the VSC purchase price, whichever is lesser. If NESNA cancels this VSC and We do not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty based on 10% of the unearned amount You paid for this VSC.

NESNA may cancel this VSC for:

- (1) nonpayment of the provider fee;
- (2) conviction of You of a crime having as one of its necessary elements an act increasing a hazard covered by this VSC;
- (3) discovery of fraud or material misrepresentation made by You or a representative of You in obtaining this VSC, or by You in pursuing a claim under this VSC;
- (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this VSC;
- (5) physical changes in the vehicle covered by this VSC that result in the vehicle becoming ineligible for coverage under this VSC; or
- (6) a substantial breach of duties by You related to the covered vehicle.

If NESNA cancels this VSC for reasons other than nonpayment or fraud or material misrepresentation, then We will provide cancellation notice to You at least 5 days prior to cancellation, stating the effective date and reason for cancellation.

**Arizona:** THERE IS NO COVERAGE UNDER THIS VSC FOR LOSS OR BREAKDOWN OF AN ELECTRIC MOTOR, BATTERY PACK, AND GENERATOR. THIS VSC CANNOT BE CANCELLED OR COVERAGE VOIDED FOR THE FOLLOWING REASONS: 1) PRE-EXISTING CONDITIONS, IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY NESNA OR THE DEALER SELLING THIS VSC ON NESNA'S BEHALF; 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 MARKET AND HIGH PERFORMANCE AUTOS.

Cancel: Fee is \$75 or 10% of the VSC purchase price, whichever is less. Your refund will not be reduced by claims cost.

Transfer: Fee is \$25.

Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. 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 and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007 (Tel. 602-364-2499 or email to [insurance.consumers@difi.az.gov](mailto:insurance.consumers@difi.az.gov)).

Under Section 8 What Is Not Covered, items 8.12 and 8.16 do not apply.

THIS VSC IS EFFECTIVE AS OF THE EFFECTIVE DATE SHOWN ON THE APPLICATION/DECLARATION PAGE, 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.

**Arkansas:** If You request cancellation of this VSC after 60 days of its effective date, then the fee is \$50. Claims will not be deducted from Your refund no matter when You cancel this VSC.

**California:** Nissan Extended Services North America, GP, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000, CA VSC License #0E81392 is the sole obligor under this VSC and is solely responsible for payment of or reimbursement for all covered claims. If any promise made in this VSC has been denied or has not been honored within 60 days after Your request, You may contact the California Department of Insurance at 800-927-4357, or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

This VSC is a "Service Contract" as defined in Federal law. Replace all references to 'mechanical breakdown' with 'DEFECT IN MATERIALS OR WORKMANSHIP'.

Cancel: Replace Section 11 Cancellation in its entirety with the following:

You or a person authorized by You may cancel this VSC by submitting a written cancellation request to NESNA or Your selling dealer as listed in the Application/Declaration. If You cancel this VSC within 60 days (the free-look period, from the date You purchase this VSC), then You will receive a full refund less any paid claims. After 60 days, a pro rata refund will be based on mileage driven (**vehicle mileage at the time cancellation is to be effective is required**), less a processing fee of \$25 or 10% of the VSC purchase price, whichever is less. Any refund will be paid or credited to You within 30 days of NESNA's receipt of Your cancellation request.

- (a) NESNA may cancel this VSC within 60 days under the following conditions:
  - (1) Notice of cancellation is mailed to You postmarked before the 61st day after the date the VSC was sold by the selling dealer.
  - (2) NESNA provides You with a refund equal to the full purchase price stated in this VSC within 30 days from the date of cancellation, less any paid claims.
  - (3) This VSC ceases to be valid no less than 5 days after the postmark date of the notice.
  - (4) The notice states the specific grounds for the cancellation.
- (b) NESNA may cancel this VSC after 60 days for nonpayment by You, conditioned upon each of the following:
  - (1) Notice of cancellation is mailed to You.
  - (2) This VSC ceases to be valid no less than 5 days after the postmark date of the notice.
  - (3) The notice states the specific grounds for the cancellation.
- (c) NESNA may cancel this VSC after 60 days for material misrepresentation or fraud by You, conditioned upon each of the following:
  - (1) Notice of cancellation is mailed to You.
  - (2) Any refund will be paid within 30 days of the date of cancellation, and will be calculated based on the greater of the time in force or mileage driven compared to the total time or mileage of Your term, less a processing fee of \$25 or 10% of the VSC purchase price, whichever is less.
  - (3) The notice states the specific nature of the misrepresentation.
- (d) If NESNA cancels this VSC, then We are liable for any claim reported to Us 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.

Under Section 5 What Do I Do In Case Of The Mechanical Breakdown Of A Covered Part?, delete item 5.4.

Under Section 7 What About Maintenance And Record-Keeping?, delete "...and presented as proof of such maintenance in connection with related repairs covered by this VSC."

Transfer: Fee is \$25.

Under Section 14 Arbitration, replace "...Federal Arbitration Act (9 U.S.C. 1 et. seq.), and not by any state law concerning arbitration" with "California Arbitration Act (Code of Civ. Proc. 1280 et seq.)"

**Colorado**: NESNA is the sole obligor under this VSC and is solely responsible for payment of or reimbursement of all covered claims. NESNA's obligations under this VSC are guaranteed by a motor vehicle mechanical reimbursement policy, #SFM-68-CO-2, underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 305-253-2244.

**Connecticut**: The obligor/provider of this VSC is Nissan Extended Services North America, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 800-647-7261. Obligations of NESNA under this VSC are backed by the full faith and credit of the provider.

If You purchased this VSC in Connecticut, You may pursue mediation to settle disputes between You and NESNA. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this VSC. In-home service is not included with this VSC.

If this VSC expires while Your 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)].

**District of Columbia**: If You cancel this VSC within 60 days from the date of purchase, then You will receive a full refund. If You cancel this VSC after 60 days from the date of purchase, 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, and a cancel fee of \$75 or 10% of the VSC purchase price, whichever is lesser, will be deducted from Your refund. If You cancel this VSC after 60 days from its effective date and NESNA does not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid. If NESNA cancels this VSC for reasons other than nonpayment or fraud or material misrepresentation, then We will provide cancellation notice to You at least 5 days prior to cancellation, stating the effective date and reason for cancellation.

**Florida**: This VSC is administered by Nissan Extended Services North America, Inc., License #60128, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000. The retail price charged for this VSC is not regulated by the Florida Office of Insurance Regulation.

Cancel: If You cancel this VSC within 60 days of its effective date, then You will receive a full refund, less any claims paid. If You cancel this VSC after 60 days of its effective date, then the refund will be the unearned pro rata premium calculated based on the greater of the time in force or the mileage driven compared to the total time or mileage of Your term, and a cancellation fee of the lesser of 10% of the unearned pro rata premium or \$75 will be deducted from Your refund. If NESNA cancels this VSC within 60 days, then You will receive a full refund, less any paid claims. If NESNA cancels this VSC after 60 days, then You will receive 100% of the unearned pro rata premium. NESNA may cancel this VSC after 60 days only for: (1) nonpayment by You, in which case NESNA will provide You notice of cancellation by certified mail; (2) material misrepresentation or fraud made by You at the time of sale of this VSC; (3) failure by You to maintain Your vehicle as prescribed by Nissan; (4) tampering with or disabling the odometer and Your failure to repair it.

Transfer: Fee is \$40.

**Georgia**: This VSC is not a contract of insurance.

Cancel: Amend Section 11 Cancellation to include the following: Fee is \$75 or 10% of the unearned pro rata VSC purchase price, whichever is lesser. A 10% penalty per month will be added to a refund that is not paid or credited to You within 45 days after returning this VSC to NESNA. The right to cancel this VSC and receive a full refund is not transferable, and applies only to the original purchaser and only if no claim has been made prior to its return to NESNA. NESNA may cancel this VSC only for fraud, material misrepresentation or failure by You to pay the consideration due. If We cancel this VSC, then a 30-day written notice will be issued to You stating the effective date and reason for cancellation. If You or NESNA cancels this VSC, Your refund will not be reduced by paid claims. If You cancel this VSC after 60 days, any refund will be issued on a pro rata basis.

In Section 3 When Does My Coverage Begin and End?, replace "...this VSC will be void" with "...coverage under this VSC will be void."

In Section 8 What Is Not Covered, exclusion 8.6 for sludge and sludge build-up is deleted, and is amended to read "Any modifications to the vehicle made by You, or with Your knowledge." Exclusion 8.12 is amended to say "...pre-existing conditions known to You." Exclusion 8.11 is amended to say "Subsequent to the purchase of this VSC, any vehicle with an inoperative or altered speedometer and/or odometer".

Section 14 Arbitration does not apply to this VSC.

**Hawaii**: Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. Upon return of this VSC to NESNA within 60 days, and if no claim has been made under this VSC prior to its return to NESNA, this VSC shall be void and NESNA will refund to You, or credit Your lienholder, the full purchase price of this VSC. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this VSC to NESNA. The right to void this VSC is not transferable, and shall apply only to the original VSC purchaser upon the terms and conditions provided in this VSC. If NESNA cancels this VSC, then We, at least 5 days prior to cancellation, will mail to You at Your last known address, a written prior notice of cancellation that states the effective date of the cancellation; except if cancellation is for: (1) Nonpayment of NESNA's fee for the service provided under this VSC; (2) A material misrepresentation by You to NESNA; or (3) A substantial breach of duties of You under this VSC.

**Idaho**: If You request cancellation of this VSC after 60 days of its effective date, then the fee is \$50 and claims will not be deducted from Your refund no matter when You cancel this VSC.

Coverage afforded under this motor VSC is not guaranteed by the Idaho Insurance Guarantee Association. Obligations of NESNA under this VSC are backed by the full faith and credit of the provider.

**Illinois**: Cancel: 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. This VSC does not cover wear and tear. Refer to Section 8 What Is Not Covered.

**Indiana:** This VSC is not insurance and is not subject to Indiana insurance law.

**Iowa:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider, and are not guaranteed under a reimbursement insurance policy. At the time of purchase of this VSC, the following options for payments are made available to You: 1) Single payment; 2) 0% financing; or 3) Financing through a lienholder.

If You cancel this VSC within 60 days of its effective date, then You will receive a full refund, less any claims paid on this VSC. If You cancel this VSC after 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, and You will be charged a \$75 cancellation fee or 10% of the VSC purchase price, whichever is lesser.

A 10% penalty shall be added each month to a refund that is not paid to You within 30 days of returning this VSC to NESNA. The applicable time period for cancellation of this VSC shall apply only to the original purchaser of this VSC. If NESNA cancels this VSC for reasons other than nonpayment, material misrepresentation or substantial breach of duties by You, then We will provide notice to You at least 15 days prior to cancellation stating the effective date and reason for cancellation.

You may request additional information about this VSC by contacting the Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000, Tel. 515-654-6600.

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

**Louisiana:** This VSC is not regulated by the Department of Insurance.

If NESNA cancels this VSC for reasons other than nonpayment, material misrepresentation, or substantial breach of duties, then We will provide notice of cancellation to You at least 15 days prior to cancellation, stating the effective date and reason for cancellation. If You cancel this VSC and We do not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid.

Under Section 11 Cancellation, delete "provided you have not filed a claim" and "if you have filed a claim".

If You have any concerns or complaints about this VSC, please contact the Louisiana Attorney General.

**Maine:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider, and not backed by a reimbursement insurance policy. If You cancel this VSC within 60 days of its effective date, then You will receive a full refund, including any sales tax refund required pursuant to state law. If NESNA does not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid. If You cancel this VSC after 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, and You will be charged a \$75 cancellation fee or 10% of the VSC purchase price, whichever is lesser. If NESNA cancels this VSC, then We will provide notice to You at least 15 days prior to cancellation stating the effective date and reason for cancellation.

**Maryland:** If You request cancellation of this VSC, and if the refund is not paid or credited within 45 days after Your cancellation request to Us, then a 10% penalty will be added to the refund for each month the refund is not paid. The term of this VSC will be extended automatically if NESNA fails to perform the services under this VSC. This VSC does not terminate until the services are provided in accordance with the terms of this VSC.

Under Section 1 How Does My VSC Protect Me?, add "A mechanical breakdown due to the failure of covered components due to normal wear and tear is covered under this VSC."

Under Section 14 Arbitration, replace "The arbitration hearing shall be conducted in the federal district in which You reside, unless the seller of the vehicle is a party to the claim or dispute, in which case the hearing will be held in federal district where this VSC was executed" with "You are allowed to file an action in any court of competent jurisdiction."

**Massachusetts:** The dealer that sold the covered vehicle to You is the obligor of this VSC.

**Minnesota:** The obligor/provider of this VSC is Nissan Extended Services North America, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000.

If You cancel this VSC within 60 days of its effective date, then You will receive a full refund. If NESNA does not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid.

Section 8 What Is Not Covered is amended to read: "8.15 Any repair or replacement that has not been authorized by NESNA, or information provided by the purchaser of this VSC is later discovered by NESNA to have been either false or clearly misleading in the submission of a claim."

Section 9 Legal Definitions is amended to read: "Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. All coverage provided for Your vehicle under this VSC shall exclude coverage currently in force under any express warranty providing the same coverage for such vehicle as outlined above."

Section 11 Cancellation is amended to say: "If NESNA cancels this VSC, then We will provide notice to You at least 15 days prior to cancellation stating the effective date and reason for cancellation."

**Mississippi:** Section 11 Cancellation is amended to include the following: "NESNA shall mail a written notice to You at Your last known address stating the effective date and reason for cancellation at least 15 days prior to cancellation."

**Missouri:** Obligations of NESNA under this VSC are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a VSC reimbursement insurance policy. This VSC is administered by Nissan Extended Services North America, Inc., P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000.

**Cancel:** Fee is \$50. If You cancel this VSC within 60 days of its effective date, then You will receive a full refund, less any claims paid. If NESNA does not issue Your refund within 45 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid. If You or NESNA cancels this VSC, then We will provide written notice to You within 45 days of the cancellation effective date.

**Montana:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. If NESNA cancels this VSC for reasons other than

nonpayment, material misrepresentation or substantial breach of duties, then We will provide cancellation notice to You at least 5 days prior to cancellation, stating the effective date and reason for cancellation.

**Nebraska:** The obligations of NESNA under this VSC are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 305-253-2244.

The Arbitration clause in Section 14 of this VSC is not mandatory for Nebraska customers.

**Nevada:** Obligations of NESNA under this VSC are backed only by the full faith and credit of the provider, and are not guaranteed under a reimbursement insurance policy. This VSC is not renewable. NESNA will refund to You the purchase price of this VSC within 30 days after it has been canceled. If We do not refund the purchase price within 45 days, then We will pay You a penalty of 10% of the purchase price for each 30-day period that the refund remains unpaid. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued under this VSC.

NESNA may cancel this VSC for the following reasons: (a) Failure by You to pay an amount when due; (b) Conviction of You of a crime which results in an increase in the service required under this VSC; (c) Discovery of fraud or material misrepresentation by You in obtaining this VSC, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by You; or (2) A violation by You of any condition of this VSC, which occurred after the effective date of this VSC and which substantially and materially increases the service required under this VSC; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this VSC and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this VSC was issued or sold.

If NESNA cancels this VSC after 60 days of its effective date, then cancellation will not become effective until at least 15 days after the notice of cancellation is mailed to You, and We will not charge You a cancellation fee.

If You request cancellation of this VSC after 60 days of its effective date, then We will charge a \$25 cancellation fee to cover staff time processing, telephone, postage, mailing, and supplies.

Under Section 8 What Is Not Covered, replace 8.15 "Any repair or replacement that has not been authorized by NESNA" with "Any unauthorized or non-manufacturer-recommended modifications to the covered vehicle, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the covered vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this VSC will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this VSC."

Under Section 8 What Is Not Covered, amend 8.16 to say "This VSC will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this VSC has already been issued and the manufacturer's warranty becomes void during the term of this VSC, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this VSC, unless such coverage is otherwise excluded by the terms of this VSC."

Transfer: Fee is \$25.

If You have any questions, You may contact the Nevada Division of Insurance Commissioner at 888-872-3234, or visit <http://doi.nv.gov>.

**New Hampshire:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. In the event You do not receive satisfaction under this VSC, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, Tel. 800-852-3416.

Replacement of any part may be made with a part of like kind or quality. Cancel: Fee is \$50 or 10% of the VSC purchase price, whichever is less.

For terms, conditions and exclusions regarding what is not covered under this VSC, see the appropriate section of the VSC. This VSC covers the specific components set forth therein upon expiration of the manufacturer's warranty.

If You have a dispute with NESNA over this VSC, then any arbitration provision will be subject to New Hampshire RSA 542, instead of Section 14 Arbitration of this VSC.

**New Jersey:** This VSC is not an insurance contract. Obligations of NESNA under this VSC are backed by the full faith and credit of the provider.

Cancel: NESNA will pay You a 10% per month penalty, based upon the purchase price of this VSC, if the refund or credit is not completed within 45 days of the cancellation of this VSC. If NESNA cancels this VSC, then We will mail You a written notice at Your last known address notifying You of the reason for and effective date of the cancellation. You will receive the cancellation notice at least 5 days prior to the effective date of the cancellation. You will not receive written notice if the reason for cancellation is non-payment of the provider fee, material misrepresentation or omission, or a substantial breach of the contractual obligations outlined in this VSC.

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

If You cancel this VSC within 60 days of its effective date, then You will receive a full refund and no cancel fee will be charged. If NESNA does not issue Your refund within 60 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each 30-day period or portion thereof that the refund remains unpaid.

After 60 days, the cancel fee is \$75 or 10% of the VSC purchase price, whichever is lesser. You will not be charged a cancel fee if NESNA cancels this VSC, and We will notify You at least 15 days prior to cancellation, stating the reason for cancellation and effective date. If this VSC has been in effect for at least 70 days, then NESNA can cancel only for nonpayment, conviction of a crime that results in an increase in the service required under this VSC, discovery of fraud or material misrepresentation by You in obtaining this VSC or in presenting a claim thereunder, or discovery of either of the following if it occurred after the effective date of this VSC and substantially and materially increased the service required under this VSC: (a) an act or omission by You, or (b) a violation by You of any condition of this VSC.

You may contact the New Mexico Office of Superintendent of Insurance, P.O. Box 1689, Santa Fe, NM 87504-1689, Tel. 855-427-5674, with questions.

**New York:** Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. You have the right to return this VSC, pursuant to Sections 7905(n) and 7903(e) of Article 79 of the state Insurance Law. If NESNA cancels this VSC, then We will mail written notice to You at least 15 days prior to cancellation and state the effective date and reason for cancellation, unless the termination is for nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by You, pursuant to Section 7905(k) of the state Insurance Law. If You cancel this VSC within 60 days and We do not refund the full purchase price of this VSC within 30 days of receiving Your cancellation request, then We will pay You a penalty of 10% of the VSC purchase price for each month the refund remains unpaid.



**North Carolina:** If You cancel this VSC, then the fee is \$75 or 10% of the VSC purchase price, whichever is lesser. NESNA will not cancel this VSC due to total loss or repossession of Your vehicle.

**North Dakota:** This VSC is administered by Nissan Extended Services North America, Inc., P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000. NESNA's obligations under this VSC are guaranteed by a motor vehicle mechanical reimbursement policy underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 305-253-2244.

**Ohio:** This VSC is not an insurance product.

**Oklahoma:** Cancel: Fee is \$75 or 10% of the unearned portion due to You, whichever is lesser. OK License #44201439. This VSC is not an insurance product. Coverage afforded under this VSC is not guaranteed by the Oklahoma Insurance Guaranty Association.

**Oregon:** Nissan Extended Services North America, Inc. 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, Nissan Extended Services North America, GP, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000. Your refund may be requested and obtained from NESNA Inc., or requested from the selling dealer directly.

Replace Section 14 Arbitration in its entirety with "Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between You and NESNA or its employees, agents, successors or assigns, which arises out of or relates to any resulting transaction or relationship (including any such relationship with third parties who do not sign Your VSC) shall be resolved through arbitration by mutual agreement and conducted under Oregon law in the contract holder's county or another agreed upon location."

**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.

If You cancel this VSC within 60 days and NESNA does not refund the full purchase price within 45 days from the date We receive Your request, then We will pay You a refund penalty of 10% for each month the refund remains unpaid. If NESNA cancels this VSC for reasons other than nonpayment, material representation, or substantial breach of duties by You, then We will provide notice of cancellation to You at least 15 days prior to cancellation stating the effective date and reason for cancellation.

**Texas:** Cancel: Fee is \$50. If You cancel this VSC within 60 days of its effective date, then You will receive a full refund, less any claims paid. If NESNA cancels this VSC for reasons other than nonpayment, fraud or material representation, or substantial breach of duties by You, then We will provide notice of cancellation to You at least 5 days prior to cancellation stating the effective date and reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this VSC to NESNA.

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:** This VSC is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 800-439-3805. 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 Mechanical 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." Replacement of any part may be made with a part of like kind or quality. Under Section 8 What Is Not Covered, add "Does not pertain to emergency repairs performed outside of normal business hours" to existing language in 8.15, and add "A pre-existing condition is defined as any condition/failure that existed prior to Your purchase of this VSC" to existing language in 8.12.

Under Section 11 Cancellation, 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 Cancellation, insert 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.

Under Section 14 Arbitration add: "Any matter in dispute between You and NESNA may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from NESNA. Any decision reached by arbitration shall be binding upon both You and NESNA. The arbitration award may include attorney's fees if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."

**Vermont:** Any person who knowingly presents a false statement in an application for coverage under this VSC may be guilty of a criminal offense and subject to penalties under state law. For fraud or material misrepresentation in the presentation of a claim, the claim will be denied and the policy will be cancelled.

**Virginia:** If any promise made in this VSC has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**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 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 in the **Application/Declaration** 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 in the **Application/Declaration**. **VSC Holder/You/Your** means the person who is the purchaser or holder of the **VSC** as shown in the **Application/Declaration**. **VSC Provider** means NESNA, who is contractually obligated to the **VSC Holder** under the terms of the **VSC**.

Under Section 5 What Do I Do In Case Of The Mechanical Breakdown Of A Covered Part?, 5.6 is amended as follows: "If emergency repair is required and performed outside of normal business hours, then call 800-647-7261 the next business day, or as soon as reasonably possible, to submit a request for reimbursement."

Cancel: Fee is \$25. You may submit a cancellation request directly to Your selling dealer, NESNA, or to the insurer of the reimbursement insurance policy. A 10% penalty shall be added to any refund that is not paid within 30 days of return receipt of this VSC to NESNA. After the first 60 days, NESNA may not cancel this VSC and is fully obligated under its terms.

Transfer: Fee is \$25.

The State of Washington is the jurisdiction of any civil action in connection with a motor VSC. The State of Washington commissioner is NESNA'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 90 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 Your 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, Number SFN-68-WA-1, issued to NESNA by American Bankers Insurance Company of Florida. Please 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. You also can submit a claim in writing to the insurer, American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 305-253-2244.

**Wisconsin:** Nissan Extended Services North America, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000, is the administrator and sole obligor under this VSC and is solely financially responsible for all covered claims.

Cancel: If You cancel this VSC within 60 days, then there is no fee. If You cancel this VSC after 60 days, then the fee is \$75 or 10% of the VSC retail price, whichever is lesser.

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

In Wisconsin, preauthorization of repair work is required by NESNA. However, if extenuating circumstances prevent you from obtaining preauthorization, NESNA will not deny a claim based solely on the lack of preauthorization.

Section 5 What Do I Do In Case Of The Mechanical Breakdown Of A Covered Part?, add "A claim will not be denied for failure of the repair facility to submit invoices to NESNA within 90 days of the completion of the authorized repairs."

Section 11 Cancellation is amended as follows: If Your vehicle is repossessed, stolen or declared a total loss, You authorize the lender, if any, to cancel this VSC. If NESNA does not pay or credit a refund within 45 days after the return of Your contract to Us, then We will pay a 10% per month penalty of the refund amount outstanding, which We will add to the amount of Your refund.

In the event of a total loss of property covered by a VSC that is not covered by a replacement of the property pursuant to the terms of this VSC, You are entitled to cancel this VSC and receive a full refund within 60 days of purchasing this VSC, or, after 60 days, a pro rata refund of any unearned provider fee, less any claims paid. In these cases, NESNA will waive the \$75 cancel fee.

NESNA may cancel this VSC only for nonpayment of the provider fee, material misrepresentation by You to NESNA, or substantial breach of duties by You relating to this VSC or its use. If NESNA cancels this VSC:

- (a) NESNA will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us.
- (b) The notice under paragraph (a) will state the effective date and reason for cancellation.
- (c) If NESNA cancels this VSC for a reason other than nonpayment of the provider fee, We will refund to You 100% of the unearned pro rata provider fee, less any claims paid.
- (d) NESNA will not charge a cancel fee that exceeds 10% of what You paid for this VSC.

Section 14 Arbitration does not apply to this VSC.

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

Under Section 11 Cancellation, 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.

1. Provisions for cancellation by You: W.S. 26-49-103(e) "... A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the VSC to NESNA."
2. Provisions for cancellation by NESNA: W.S. 26-49-105(k) "... NESNA will mail a written notice to You at Your last known address contained in Our records at least 10 days prior to cancellation by Us, stating the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use."

Under Section 14 Arbitration, the following state requirements apply: You are not required to arbitrate any claim in the event of disagreement with NESNA, nor shall any language in Section 14 Arbitration require arbitration results to be binding on the parties without the right of appeal, unless the parties agree to be so bound by a separate agreement. Any arbitration proceedings will be held in Wyoming.

## **11 CANCELLATION**

You or a person authorized by You may cancel this VSC at any time, and for any reason, by submitting a written cancellation request which includes the mileage (signed Odometer Statement or recent service record) of the vehicle at the time the cancellation is to be effective, and mailing this information to Your selling dealer as listed in the Application/Declaration, or directly to NESNA, P.O. Box 685004, Franklin, TN 37068-5004.

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 NESNA and/or the Lienholder cancels this VSC, then the refund will be calculated in accordance with the paragraph below, but You will not be charged a processing fee. Any refunds due to cancellation by NESNA will be paid within 30 days of the effective date of cancellation.

If NESNA, You and/or the Lienholder cancel this VSC within 60 days from the VSC effective date, then You will receive a full refund, less any paid claims. If NESNA, You and/or the Lienholder cancel this VSC after 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, and a processing fee of \$75 (or as noted in Section 10 State-Specific Information) will be deducted from the refund. Any refunds owed due to cancellation by You or the Lienholder will be paid or credited within 30 days of the date NESNA or Your selling dealer receives notice of Your request for cancellation.

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

For questions, please contact Your selling dealer or call 800-NISSAN1.

## **12 TRANSFER**

**This VSC is for the benefit of the Purchaser, and applies only to the vehicle listed in this VSC. However, You can transfer this VSC to subsequent owners of the covered vehicle in the case of a private party sale only, and if all of the following conditions are met:**

- 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 30 days of change in ownership.**
- 3. The transfer information and the appropriate signatures are provided in Section 13 Transfer Certificate.**
- 4. A transfer fee of \$50 (or as noted in Section 10 State-Specific Information), payable to NESNA, is included with the transfer request. Payment may be by check or money order.**

NESNA cashes all checks upon receipt, but that does not constitute an approved transfer request. NESNA reviews all submitted documents, as well as other information such as vehicle history file, to determine whether or not to approve your request. It is NESNA's sole discretion to approve or deny a transfer request. If your request is denied, then your fee will be refunded.

**13 TRANSFER CERTIFICATE**

VIN: \_\_\_\_\_ Policy #: \_\_\_\_\_  
Original Policyholder Name: \_\_\_\_\_ Date of Transfer: \_\_\_\_\_ Odometer at Transfer: \_\_\_\_\_  
New Policyholder Name: \_\_\_\_\_ New Policyholder Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

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 VSC holder signatures
- Transfer date and mileage
- Current VSC 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 VSC holder
- Change of Ownership documents (at least one of the following: copy of title, registration application, Bill of Sale, and signed Odometer Statement on that date)
- 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 Sections 10 and 12 for transfer fee information.

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

NESNA  
P.O. BOX 685004  
FRANKLIN, TN 37068-5004

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

**ARBITRATION CLAUSE - IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER THE POLICY HOLDER ("YOU/YOUR") OR NISSAN EXTENDED SERVICES NORTH AMERICA ("WE/US/OUR") MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT, OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, THEN YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between You and Us or Our employees, agents, successors or assigns, which arises out of or relates to any resulting transaction or relationship (including any such relationship with third parties who do not sign Your VSC) shall, at Your or Our election, be resolved by neutral, binding arbitrations and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right You may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: JAMS, 1926 Main St., Ste. 300, Irvine, CA 92614 ([www.jamsadr.com](http://www.jamsadr.com)), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4604 ([www.adr.org](http://www.adr.org)), or any other organization that You may choose subject to Our approval. You may get a copy of the rules of these organizations by contacting the arbitration's organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which You reside, unless the seller of the vehicle is a party to the claim or dispute, in which case the hearing will be held in federal district where this VSC was executed. We will advance Your filing, administration, service or case management fee, and Your arbitrator or hearing fee, all up to \$2,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party. In that case, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting the new arbitration shall be responsible for their filing fee and other arbitration costs, subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. (symbol) 1 et. seq.), and not by any state law concerning arbitration.

You and We retain any rights to self-help remedies, such as repossession, and You and We retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Neither You nor We waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, pay Your or transfer of Your purchase, lease agreement, or financing contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.