



1 HOW THIS TRHA PROTECTS YOU

In return for your payment, NESNA*, the Administrator/Provider, will authorize a participating Nissan dealer to perform the service(s), including replacement of the parts listed and described in the Exhibit of this document, as applicable to the type of plan that you purchased. Refer to the Exhibit for your applicable plan's specific coverage information.

*Nissan Extended Services North America, GP, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 800-647-7261.

2 YOUR TRHA TERM

This TRHA applies during the term shown in the Application/Declaration. This plan begins at the time the TRHA is sold and the odometer reading on that date.

This TRHA continues until the expiration date or vehicle mileage listed in the Application/Declaration is reached, or until the performance of the final maintenance service covered (listed in the Exhibit) by the term of this TRHA as provided in the Application/Declaration, whichever is earlier. Tire Road Hazard coverage continues for the term of the plan or a maximum of 36 months on plans 36 months or longer, or until the covered tire's tread depth wears below 2/32 inch (4/32 inch for truck/sport utility vehicles), whichever occurs first (time or mileage).

"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 make a good faith calculation of the total actual number of miles of vehicle operation since manufacture based on the information available. If you tamper with the odometer and/or make it inoperative so that the vehicle's total actual number of recorded miles of operation since manufacture cannot be accurately determined by NESNA, then this TRHA will be void. Odometer reading reflects the mileage based upon the recording device and numerous factors and may not reflect the actual distance traveled.

3 WHAT IS COVERED

Refer to the Exhibit for coverage provided by this TRHA for the type of vehicle and plan purchased, up to the time/mileage term limit (whichever occurs first) listed in the Application/Declaration.

4 WHEN THESE SERVICES MAY BE PERFORMED

The routine maintenance services you can receive are described in the Exhibit in this document. Divide the Service Interval term by mileage purchased to determine the maximum number of services you may receive.

5 MAINTENANCE SERVICE COVERAGE

Refer to the Maintenance Services described in the Exhibit for specific items and intervals. For details relating to the expiration of your TRHA, refer to Section 2.

6 PARTS / FLUID REPLACEMENT

This TRHA covers replacement of engine oil and oil filter. Replacement of covered parts/fluids will be made with Genuine Nissan or Nissan-approved replacement parts. Refer to the Exhibit for parts/fluids covered. This plan pays for oil changes using engine oil specified in your Owner's Manual. Your Nissan dealer may offer you alternative oils or Genuine Nissan Ester Oil, neither of which is covered by this TRHA but is available for additional cost.

7 HOW TO RECEIVE SERVICES

- Return the vehicle to the selling Nissan dealer or any participating Nissan dealer.
- Keep this TRHA available in your vehicle.

These services must be performed by your selling Nissan dealer or by any participating Nissan dealer in the U.S. (including Alaska and Hawaii but excluding U.S. Territories). If you need help finding the nearest participating Nissan dealer, call Nissan Consumer Affairs at 800-NISSAN-1. Services performed at any other service facility are not covered under the terms of this TRHA and will NOT be eligible for reimbursement.

If emergency repairs are required and performed outside of normal business hours, then call 800-647-7261 the next business day.

8 NO DEDUCTIBLE

No deductible is required for any parts or services eligible under this plan.

9 WHAT IS NOT COVERED

Any items not listed in the Exhibit for your type of plan and vehicle are not covered. Maintenance otherwise covered by this plan which is required due to incidents caused by operating the vehicle in severe usage conditions such as pulling a trailer or other vehicle that exceeds Nissan's recommendation or exceeding the maximum Gross Vehicle Weight (GVW) of the vehicle is not covered by this plan. (See your Owner's Manual.) This TRHA does not cover incidental or consequential damages including but not limited to loss of the use of the vehicle, rental vehicle, storage charges, lost wages, inconvenience, and commercial loss.

10 TIRE ROAD HAZARD PROTECTION*

This TRHA provides Tire Road Hazard Protection as detailed below.

• Tires

Damage to tire(s) that is not covered by the tire manufacturer's warranty and is caused by roadway debris such as potholes, nails, glass, or any other materials that might cause damage to the tire(s).

• Eligibility and Extent of Coverage

Four original tires equipped on the vehicle at the time of your purchase of the vehicle. This TRHA provides reimbursement for your tire repair costs or replacement of a covered tire(s) for the term of the plan or a maximum of 36 months on plans 36 months or longer, or until the covered tire's tread depth wears below 2/32 inch (4/32 inch for truck/sport utility vehicles), whichever occurs first (time or mileage).

• Flat Tire Repair Coverage (not applicable to CT-R**)

Covers up to \$35 to safely repair a tire.

• Tire Replacement Coverage

Covers the cost of a required tire replacement of a covered tire if replacement becomes necessary due to damage caused by a non-repairable road hazard in accordance with the pro-rated schedule listed below. **Eligible tires are covered up to \$250 per claim, up to a maximum of four damaged tires per vehicle during the period of tire coverage provided by this TRHA (see above). Included in this amount is a \$25 allowance (per tire) for mounting & balancing, replacement of rubber valve stems, wheel weights, and tire disposal fees.**

• What Is Not Covered

Premature or irregular tire wear; tire damage due to improper inflation, misalignment of wheels, fire, a vehicle collision or accident, vandalism, malicious or intentional acts or abuse, tire chains, or mechanical defects of the vehicle; scuffing damage to sidewalls or other cosmetic damage; roadside assistance services and towing costs.

This is a tire repair/replacement reimbursement program ONLY. As detailed above, roadside assistance and towing are not covered or included.

	Tire Tread Depth Remaining	Replacement Coverage Percent		Tire Tread Depth Remaining	Replacement Coverage Percent
Cars	8/32" or Greater	100%	Light Truck and Sport Utility	10/32" or Greater	100%
	6/32" to 7/32"	75%		8/32" to 9/32"	75%
	4/32" to 5/32"	50%		6/32" to 7/32"	50%
	2/32" to 3/32"	25%		4/32" to 5/32"	25%
	Below 2/32"	0%		Below 4/32"	0%

• How To Receive Reimbursement For Tire Road Hazard Repair or Replacement

Nissan dealers will be able to make necessary tire repairs or replacement services and process your claim for reimbursement at [www.AAA.com/NissanTire]. If you have the repair/replacement done and paid for the repair, you can submit a claim at [www.AAA.com/NissanTire].

- **Tire Road Hazard protection is not available on contracts sold by dealers in Florida.**
- **If you also have a Security+Plus Gold Preferred, Silver Preferred or Powertrain Preferred Vehicle Protection Plan, you can use the Roadside Assistance benefits provided with that plan to obtain flat tire service (change to your working spare) and then have your tire repaired or replaced under your Tire Road Hazard protection included with this Security+Plus TRHA.**

*Tire Road Hazard Protection services are administered by The American Automobile Association, Inc., dba RESPONSE, [1000 AAA Drive, MS 61, Heathrow, FL 32746].

11 NOT A WARRANTY

THIS TRHA IS NOT A WARRANTY, AN EXTENSION OF A NEW VEHICLE WARRANTY, OR AN IMPLIED OR GENERAL WARRANTY, AND IT IS NOT PROVIDED OR SOLD AS A CONDITION OF, OR INCLUDED WITH, THE SALE OF THE VEHICLE. This TRHA is a "Service Contract" as defined in Federal law and is sold only as a separate product apart from the vehicle itself. (See 15 USCS SEC. 2301 (8).) BY ENTERING INTO THIS TRHA, YOU DO NOT WAIVE ANY APPLICABLE WARRANTIES. Be sure to read this TRHA carefully so that you understand the difference in coverage between your Warranties and this TRHA. Further, you are advised that there are various state and Federal laws that protect your interests. If a problem cannot be resolved with NESNA, then you may have other rights and remedies available.

12 CANCELLATION

You or a person authorized by You may cancel this plan 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 plan if: a) Your vehicle is a total loss or repossessed, or b) Your odometer has been stopped or changed during the term of this plan, or c) the registered vehicle has been used in any manner not covered by this plan. If NESNA and/or the lienholder cancels this plan, 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 TRHA within 60 days from its effective date, then You will receive a full refund, less any paid claims (unless excluded in Section 13 State-Specific Information). If You cancel this TRHA 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, less any claims paid (unless excluded in Section 13 State-Specific Information), and a processing fee of \$50 (or as noted in Section 13 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.

No refunds will be given for maintenance not performed at the prescribed intervals, or for maintenance services that do not apply to a particular vehicle.

If this TRHA was financed, then the refund will be paid to the lienholder unless proof of lien payoff is submitted.

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

13 STATE-SPECIFIC INFORMATION

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

All States: Obligations of NESNA under this TRHA are guaranteed under a TRHA reimbursement insurance policy unless otherwise noted. Should NESNA fail to pay or provide service on any claim or make any refund or consideration due within 60 days (45 days for Texas and 30 days for Alaska) after proof of loss has been filed, or if NESNA becomes insolvent or otherwise financially impaired, You are entitled to make a claim directly to American Bankers Insurance Company of Florida, P.O. box 21647, St. Petersburg, FL 33742, Tel. 305-253-2244.

Alabama: Cancel: Fee is \$25. If the lienholder or NESNA cancels the TRHA, 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 TRHA to NESNA. Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider.

Alaska: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. If You cancel this TRHA 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 full provider fee of TRHA purchase price for each month the refund remains unpaid. If You cancel this TRHA

after 60 days from its effective date, then You will be charged a cancel fee of \$50 or 7.5% of the unearned portion of the TRHA purchase price, whichever is lesser. 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 unearned portion of TRHA purchase price for each month the refund remains unpaid. If NESNA cancels this TRHA and We do not issue Your refund within 45 days, then We will pay You a penalty based on 10% of the unearned portion of the TRHA purchase price for each month the refund remains unpaid. NESNA may cancel this TRHA 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 TRHA;
- (3) discovery of fraud or material misrepresentation made by You or a representative of You in obtaining this TRHA, or by You in pursuing a claim under this TRHA;
- (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this TRHA;
- (5) physical changes in the vehicle covered by this TRHA that result in the vehicle becoming ineligible for coverage under this TRHA; or
- (6) a substantial breach of duties by You related to the covered vehicle.

If NESNA cancels this TRHA 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.

Please note, if the transfer request is denied, the provider will need cancellation documents to confirm the odometer and proof of payoff if a lienholder is still an interested party.

No claim will be denied for timeliness unless the late reporting prejudiced against the provider.

Under Your TRHA Term, replace "If you tamper with the odometer, and/ or make it inoperative so that the vehicle's total actual number of recorded miles of operation since manufacture cannot be accurately determined by NESNA, then this TRHA will be voided" with "If you tamper with the odometer, and/ or make it inoperative so that the vehicle's total actual number of recorded miles of operation since manufacture cannot be accurately determined by NESNA, then this TRHA will be canceled."

Under Arbitration, replace "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" with "Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C (symbol) 1 et. Seq), and Alaska state law will cover any interaction."

Under Arbitration, replace "Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable law", with "The arbitrator's expenses and fees, together with other expenses, shall be paid as provided in the award."

Arizona: Cancel: Fee is \$50 or 10% of the TRHA purchase price, whichever is less. Your refund will not be reduced by claims cost. Transfer: Fee is \$25. Obligations of NESNA under this TRHA 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. 602-364-3100 or email to insurance.consumers@difi.az.gov). This TRHA cannot be canceled or coverage voided for pre-existing conditions. Also, pre-existing conditions are not excluded if they were known or should reasonably have been known by NESNA or the dealer selling this TRHA on NESNA's behalf.

Arkansas: If You request cancellation of this TRHA 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 TRHA. Obligations of NESNA under this TRHA are guaranteed under a TRHA reimbursement insurance policy. If NESNA fails to pay or provide service on any claim within 60 days after proof of loss has been filed, you are entitled to make a claim directly to American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 305-253-2244.

California: Nissan Extended Services North America, GP, [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261], CA TRHA License #0E81392. NESNA is the sole obligor under this TRHA and is solely responsible for payment of or reimbursement for all covered claims. This TRHA is not a contract of insurance. If any promise made in this TRHA 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). NESNA reserves the right to reject any application or contract for any reason at its discretion upon return of the full amount paid" is deleted in its entirety. This TRHA is a "Service Contract" as defined in Federal law. In the event

of a conflict between any term in this California-specific section and any other term of this TRHA, the California-specific term shall prevail. Under Section 2 Your TRHA Term, replace "If you tamper with the odometer, and/or make it inoperative so that the vehicle's total actual number of recorded miles of operation since manufacture cannot be accurately determined by NESNA, then this TRHA will be void" with **"If ever you or a repair facility discover that your vehicle's odometer is inoperable through no fault of your own (as determined by reviewing diagnostic trouble codes, reviewing CARFAX reports specifically for odometer inconsistencies, etc.), then you must have it repaired within 30 days."** Cancel: Replace Section 12 Cancellation in its entirety with the following: You or a person authorized by You may cancel this TRHA by submitting a written cancellation request to NESNA or Your selling dealer as listed in the Application/Declaration. If You cancel this TRHA within 60 days (the free-look period, from the date You purchase this TRHA), then You will receive a full refund less any paid claims. After sixty (60) days, a pro-rata refund will be made, calculated based on the lesser of the time or mileage remaining (vehicle mileage at the time cancellation is to be effective is required), and a processing fee of \$25 or 10% of the TRHA purchase price, whichever is less. Any refund will be paid or credited to You within 30 days of receipt of Your cancellation request.

(a) NESNA may cancel this TRHA within 60 days under the following conditions:

- (1) Notice of cancellation is mailed to You postmarked before the 61st day after the date the TRHA was sold by the selling dealer.
- (2) NESNA provides You with a refund equal to the full purchase price stated in this TRHA within 30 days from the date of cancellation, less any paid claims.
- (3) This TRHA 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 TRHA after 60 days for nonpayment by You, conditioned upon each of the following:

- (1) Notice of cancellation is mailed to You.
- (2) This TRHA 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 TRHA 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 the mileage driven compared to the total time or mileage of Your term.
- (3) The notice states the specific nature of the misrepresentation.

(d) If NESNA cancels this TRHA 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 TRHA. You are deemed to have reported a claim if You have completed the first step required under this TRHA for reporting a claim.

(e) If NESNA cancels this TRHA within 60 days (the free-look period, from the date You purchase this TRHA), then You will receive a full refund less any paid claims. After sixty (60) days, a pro-rata refund will be made, calculated based on the lesser of the time or mileage remaining (vehicle mileage at the time cancellation is to be effective is required).

Transfer: Fee is \$25. Under Section 16 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.)"

A claim cannot be denied solely on the basis of Your inability to provide evidence to NESNA's satisfaction that maintenance services have been performed.

Colorado: NESNA is the sole obligor under this TRHA and is solely responsible for payment or reimbursement of all covered claims. The obligations of NESNA under this TRHA are guaranteed under a motor vehicle mechanical reimbursement insurance policy #SFM-68-CO-2-1 underwritten by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742.

Connecticut: The obligor/provider of this TRHA is Nissan Extended Services North America, [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261]. Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. If You purchased this TRHA in Connecticut, then 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 TRHA. In-home service is not included with this

TRHA. If this TRHA 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, and based on the repair order open date.

District of Columbia: Cancel: If NESNA cancels this TRHA, a written notice must be mailed to last known address of holder stating the effective date of and reason for cancellation at least five (5) days before cancellation; except, notice not required if the reason for cancellation is nonpayment, a material misrepresentation by holder, or a substantial breach of duties by holder, in which case no notice is required.

You will receive full purchase price of contract (if no claims made) within 45 days. If 45-day time period not met, 10% penalty per month must be added to a refund. Any cancellation fee may not exceed the lesser of \$50 or state permitted maximum.

Florida: This TRHA is administered by Nissan Extended Services North America, Inc., License #60128, [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261]. The retail price charged for this TRHA is not regulated by the Florida Office of Insurance Regulation. Cancel: If You cancel this TRHA within 60 days of its effective date, then You will receive a full refund, less any claims paid. If You cancel this TRHA after 60 days of its effective date, a pro-rata refund will be made, calculated based on the lesser of the time or mileage remaining, less claims paid, and a cancellation fee of the lesser of 10% of the unearned pro rata premium or \$50 will be deducted from Your refund. If NESNA cancels this TRHA within 60 days, then You will receive a full refund, less any paid claims. If NESNA cancels this TRHA after 60 days, then You will receive 100% of the unearned pro rata premium. NESNA may cancel this TRHA 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 TRHA; (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 TRHA is not a contract of insurance. Cancel: Amend Section 12 Cancellation to include the following: You may cancel this TRHA at any time, and for any reason. NESNA may cancel this TRHA only for fraud, material misrepresentation or failure by You to pay the consideration due. If We cancel this TRHA, then a 30-day written notice will be issued to You stating the effective date and reason for cancellation. The Lienholder may only cancel this TRHA due to repossession, total loss or theft of the vehicle. If NESNA, You and/ or the Lienholder cancel this TRHA after 60 days, any refund will be issued on a pro rata basis less a cancellation fee of \$50 or 10% of the unearned pro rata TRHA purchase price, whichever is less and any paid claims. 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 TRHA to NESNA. No cancellation fee is permissible when the TRHA is cancelled by the obligor. Section 16 Arbitration does not apply to this TRHA.

Hawaii: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. Upon return of this TRHA to NESNA within 60 days, and if no claim has been made under this TRHA prior to its return to NESNA, this TRHA shall be void and NESNA will refund to You, or credit Your lienholder, the full purchase price of this TRHA. 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 TRHA to NESNA. The right to void this TRHA is not transferable and shall apply only to the original TRHA purchaser upon the terms and conditions provided in this TRHA. If NESNA cancels this TRHA, 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 TRHA; (2) A material misrepresentation by You to NESNA; or (3) A substantial breach of duties of You under this TRHA. Pre-existing conditions are excluded from coverage under this TRHA.

Idaho: If You request cancellation of this TRHA 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 TRHA. Obligations of NESNA under this TRHA are guaranteed under a TRHA reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You are entitled to make a claim directly to American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 800-852-2244. Coverage afforded under this motor TRHA is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: Cancel: Fee is \$50 or 10% of the retail price, whichever is lesser. NESNA is the sole obligor under this TRHA and is a) the party responsible for honoring cancellation requests, and b) solely responsible for payment of or reimbursement for all covered claims. This TRHA does not cover wear and tear. Refer to Section 10 What Is Not Covered.

Indiana: This TRHA is not insurance and is not subject to Indiana insurance law.

Pre-existing conditions are excluded from coverage under this TRHA.

Iowa: Obligations of NESNA under this TRHA 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 TRHA, 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 TRHA within 60 days of its effective date, then You will receive a full refund, less any claims paid on

this TRHA. If You cancel this TRHA 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 \$50 cancellation fee or 10% of the TRHA purchase price, whichever is lesser and any claims paid. A 10% penalty shall be added each month to a refund that is not paid to You within 30 days of returning this TRHA to NESNA. If NESNA cancels this TRHA 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 TRHA by contacting the Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000, Tel. 515-654-6600. Pre-existing conditions are excluded from coverage under this TRHA.

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

Louisiana: This TRHA is not regulated by the Department of Insurance. Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. If NESNA cancels this TRHA for reasons other than nonpayment, material misrepresentation, or substantial breach of duties, NESNA 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 TRHA 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 TRHA purchase price for each month the refund remains unpaid. Under Section 12 Cancellation, the phrases "provided you have not filed a claim" and "if you have filed a claim" are deleted. If You have any concerns or complaints about this TRHA, please contact the Louisiana Attorney General. Pre-existing conditions are excluded from coverage under this TRHA.

Maine: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider, and not backed by a reimbursement insurance policy. If You cancel this TRHA within 60 days of its effective date, then You will receive a full refund, less any claims paid, 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 TRHA purchase price for each month the refund remains unpaid. If You cancel this TRHA 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, less any claims paid, and You will be charged a \$50 cancellation fee or 10% of the TRHA purchase price, whichever is lesser. If NESNA cancels this TRHA, then We will provide notice to You at least 15 days prior to cancellation stating the effective date and reason for cancellation. Pre-existing conditions are excluded from coverage under this TRHA.

Maryland: If You request cancellation of this TRHA, 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 TRHA will be extended automatically if NESNA fails to perform the services under this TRHA. This TRHA does not terminate until the services are provided according to the terms of this TRHA. Under Section 16 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 TRHA 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 TRHA.

Minnesota: Obligations of NESNA under this TRHA are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a TRHA reimbursement insurance policy. The obligor/provider of this TRHA is Nissan Extended Services North America, GP, [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261]. If You cancel this TRHA 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 TRHA purchase price for each month the refund remains unpaid. Section 12 Cancellation is amended to include the following: If NESNA cancels this TRHA, then We will provide notice to You at least 15 days prior to cancellation stating the effective date and reason for cancellation.

Mississippi: Obligations of NESNA under this TRHA are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a reimbursement insurance policy. Cancellation section 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 10 days prior to cancellation."

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 TRHA purchase price for each month the refund remains unpaid. If You or NESNA cancels this TRHA, then We will provide written notice to You within 10 days of the cancellation effective date.

If You cancel this TRHA 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, less any claims paid, and You will be charged

a \$50 cancellation fee or 10% of the TRHA purchase price, whichever is lesser. You will not be charged a cancel fee if NESNA cancels this TRHA.

This is not an insurance contract/policy.

Missouri: Obligations of NESNA under this TRHA are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a TRHA reimbursement insurance policy. This TRHA is administered by Nissan Extended Services North America, Inc., [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261]. Cancel: Fee is \$50. If You cancel this TRHA 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 TRHA purchase price for each month the refund remains unpaid. If You or NESNA cancels this TRHA, then We will provide written notice to You within 45 days of the cancellation effective date. Pre-existing conditions are excluded from coverage under this TRHA.

Montana: Obligations of the provider under this TRHA are backed by the full faith and credit of the provider. If NESNA cancels this TRHA 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 TRHA are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 305-253-2244. You are entitled to make a direct claim against the insurer if a claim is not paid, or if any refund or consideration due is not paid within 60 days after the proof of loss has been submitted to the obligor. If NESNA fails to pay or provide service on any claim within 60 days after proof of loss has been filed, You are entitled to make a claim directly to American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 305-253-2244. The Arbitration clause of this TRHA is not mandatory for Nebraska customers.

Nevada: Obligations of NESNA under this TRHA are backed only by the full faith and credit of the provider and are not guaranteed under a reimbursement insurance policy. This TRHA is not renewable. NESNA will refund to You the purchase price of this TRHA 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 TRHA. NESNA may cancel this TRHA 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 TRHA; (c) Discovery of fraud or material misrepresentation by You in obtaining this TRHA, 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 TRHA, which occurred after the effective date of this TRHA and which substantially and materially increases the service required under this TRHA; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this TRHA and which causes the required service to be substantially and materially increased beyond that contemplated at the time that this TRHA was issued or sold. If NESNA cancels this TRHA, 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 TRHA 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. Only You and NESNA have the authority to cancel this Vehicle Service Contract (TRHA). The lienholder is not permitted to cancel the TRHA under any circumstances. Upon cancellation, only the portion of the refund that is still owed to the Lender may be withheld; all remaining refund amounts must be returned to You, the Policyholder. The Provider will issue all applicable refund amounts directly to You, except for any portion still owed to the Lender. No proof of payoff is required from You. Failures caused by pre-existing conditions that existed at the time of the TRHA sale are not covered under this agreement. 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 TRHA are backed by the full faith and credit of the provider. In the event You do not receive satisfaction under this TRHA, 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 TRHA purchase price, whichever is less. For terms, conditions and exclusions regarding what is not covered under this TRHA, see the appropriate section of the TRHA. If You have a dispute with NESNA over this TRHA, then any arbitration provision will be subject to New Hampshire RSA 542, instead of Section 16 Arbitration of this TRHA. No claims made or paid will be deducted from any refund.

New Jersey: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided. Cancel: NESNA will pay You a 10% per month penalty, based upon the purchase price of this TRHA, if the refund or credit is not completed

within 45 days of the cancellation of this TRHA. If NESNA cancels this TRHA, 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 TRHA. Pre-existing conditions are excluded from coverage under this TRHA.

New Mexico: Obligations of the provider under this TRHA are backed by the full faith and credit of the provider. If You cancel this TRHA within 60 days of its effective date, then You will receive a full refund, less any claims paid 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 TRHA purchase price for each 30-day period or portion thereof that the refund remains unpaid. After 60 days, the cancel fee is \$50 or 10% of the TRHA purchase price, whichever is lesser. You will not be charged a cancel fee if NESNA cancels this TRHA, and We will notify You at least 15 days prior to cancellation, stating the reason for cancellation and effective date. If this TRHA 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 TRHA, discovery of fraud or material misrepresentation by You in obtaining this TRHA or in presenting a claim thereunder, or discovery of either of the following, if it occurred after the effective date of this TRHA and substantially and materially increased the service required under this TRHA: (a) an act or omission by You, or (b) a violation by You of any condition of this TRHA. 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. Pre-existing conditions are excluded from coverage under this TRHA.

New York: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. You have the right to return this TRHA, pursuant to Sections 7905(n) and 7903(e) of Article 79 of the state Insurance Law. If NESNA cancels this TRHA, 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 TRHA within 60 days and We do not refund the full purchase price of this TRHA within 30 days of receiving your cancellation request, then We will pay You a penalty of 10% of the TRHA purchase price for each month the refund remains unpaid. Pre-existing conditions are excluded from coverage under this TRHA.

North Carolina: If You cancel this TRHA, then the fee is \$50 or 10% of the TRHA pro rata refund, whichever is lesser. NESNA will not cancel this TRHA due to total loss or repossession of Your vehicle.

North Dakota: This TRHA is administered by Nissan Extended Services North America, Inc., [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261]. NESNA's obligations under this TRHA are guaranteed by a motor vehicle mechanical reimbursement insurance policy underwritten by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 305-253-2244.

Ohio: This TRHA is not an insurance product and is not subject to the insurance laws of this state.

Oklahoma: Cancel: Fee is \$50 or 10% of the unearned portion due to You, whichever is lesser. OK License #44201439. This TRHA is not an insurance product. Coverage afforded under this TRHA is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: Nissan Extended Services North America, Inc. is the sole obligor under this TRHA and is solely responsible for all covered claims. All TRHAs 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. [800-647-7261]. Your refund may be requested and obtained from NESNA, Inc. or requested from the selling dealer directly. Section 16 Arbitration is not applicable. Oregon requires that any arbitration be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

South Carolina: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. Consumers requesting additional information or in the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. If You cancel this TRHA 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 TRHA 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. Pre-existing conditions are excluded from coverage under this TRHA.

Texas: Cancel: Fee is \$50. If You cancel this TRHA within 60 days of its effective date, then You will receive a full refund, less any claims paid. If NESNA cancels this TRHA 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 TRHA to NESNA. Obligations of NESNA under this TRHA 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. Pre-existing conditions are excluded from coverage under this TRHA.

Utah: This TRHA 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 TRHA is not guaranteed by the Property and Casualty Guaranty Association. Tire Road Hazard Protection services are administered by American Automobile Association of Northern California, Nevada & Utah, 1000 AAA Drive, MS 61, Heathrow, FL 32746. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You are entitled to make a claim directly to American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 800-852-2244. Reimbursement for claims may be mailed directly to AAA, 1000 AAA Drive, MS 61, Heathrow, FL 32746. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider 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 against the Insurance Company. 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. Under the Cancellation section, 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 TRHA, or c) the registered vehicle has been used in any manner not covered by this TRHA" 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 the Cancellation section, 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 TRHA, the following options for payments are made available to you: 1) Single payment 2) 0% Financing 3) Financing through a lienholder.

A pre-existing condition is defined as any condition/failure that existed prior to Your purchase of this TRHA. Any failure resulting from the following pre-existing conditions is not covered:

- (1) Lack of required maintenance per the vehicle Owner's Manual
- (2) Overheating of the powertrain, engine detonation, or over-revving/mis-shifting
- (3) Use of improper, contaminated, or inadequate fuels, fluids, or lubricants, or failure to maintain proper levels
- (3) Sludge, carbon or varnish buildup, restricted oil passages, or oil consumption caused by inadequate lubrication
- (4) Use of inferior, non-approved, or modified parts
- (5) Modifications departing from original factory specifications, including alterations to vehicle systems or electronic modules
- (6) Continued operation after a failure, failure to prevent further damage, or negligent operation
- (7) Use exceeding manufacturer limits, including towing or loading beyond recommended capacity or Gross Vehicle Weight (GVW)

The Arbitration provision has been revised to include the following language: "ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY 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 THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION."

Vermont: Any person who knowingly presents a false statement in an application for coverage under this TRHA 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 TRHA 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 TRHA is not an insurance contract. 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 **TRHA**. **Provider Fee/Single Payment Contract Sales Price** means the consideration paid by the consumer for the **TRHA**. **Reimbursement Insurance Policy** means a policy of insurance issued by American Bankers Insurance Company of Florida issued to **NESNA**. **TRHA** means a **Service Contract/Service Agreement** which You have purchased for the **Motor Vehicle/Vehicle** described in the **Application/Declaration**. **TRHA Holder/You/Your** means the person who is the purchaser or holder of the **TRHA** as shown in the **Application/ Declaration**. **TRHA Provider** means NESNA, who is contractually obligated to the **TRHA Holder** under the terms of the **TRHA**. 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 per month shall be added to any refund that is not paid within 30 days of return receipt of this TRHA to NESNA. After the first 60 days, NESNA may not cancel this TRHA 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 TRHA. 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 TRHA 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 TRHA are guaranteed under a motor vehicle mechanical reimbursement insurance policy, Number SFN-68-WA-4-1, 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 [800-647-7261]. You have the option to submit a claim in writing to the insurer, American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 305-253-2244. If NESNA cancels this TRHA, then we will mail notice of cancellation to your last known address, stating the effective date of and reason for cancellation, at least 21 days before the effective date of cancellation.

Under 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 TRHA was executed" with "The arbitration hearing shall be conducted in the federal district in which You reside."

Wisconsin: Nissan Extended Services North America, GP, [P.O. Box 685004, Franklin, TN 37068-5004], Tel. [800-647-7261], is the administrator and sole obligor under this TRHA and is solely financially responsible for all covered claims. Obligations of NESNA, GP under this TRHA are guaranteed under a TRHA reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or if NESNA becomes insolvent or otherwise financially impaired, You are entitled to make a claim directly to American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742, Tel. 305-253-2244. Cancel: If You cancel this TRHA within 60 days, then there is no fee. If You cancel this TRHA after 60 days, then the fee is \$50 or 10% of the TRHA retail price, whichever is lesser. NESNA will not charge a cancel fee that exceeds 10% of what you paid for this TRHA. **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. Cancellation section is amended as follows: "If Your vehicle is repossessed, stolen or declared a total loss, You authorize the lender, if any, to cancel this TRHA. 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 TRHA that is not covered by a replacement of the property pursuant to the terms of this TRHA, You are entitled to cancel this TRHA and receive a full refund within 60 days of purchasing this TRHA, less any claims paid, or, after 60 days, a pro rata refund of any unearned provider fee, less any claims paid. In these cases, NESNA will waive the \$50 cancel fee. NESNA may cancel this TRHA only for nonpayment of the provider fee, material misrepresentation by You to NESNA, or substantial breach of duties by You relating to this TRHA or its use. If NESNA cancels this TRHA, then NESNA will waive the cancel fee and:

- (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 the cancellation.
- (c) If NESNA cancels this TRHA within 60 days from the TRHA effective date, then You will receive a full refund, less any paid claims. If NESNA cancels this TRHA 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.

Arbitration section does not apply to contracts sold in Wisconsin.

Wyoming: Obligations of NESNA under this TRHA are backed by the full faith and credit of the provider. Under Section 12 Cancellation, the following state requirements apply: If this TRHA 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 TRHA 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 TRHA to NESNA."
2. Provisions for cancellation by NESNA: W.S. 26-49-105(k) "... NESNA shall 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 16 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 16 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. Pre-existing conditions are excluded from coverage under this TRHA.

14 TRANSFER REQUESTS

This TRHA is for the benefit of the Purchaser and applies only to the vehicle listed in this TRHA. However, You can transfer this TRHA 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 transfer request is made within 30 days of change in ownership.**
- 2. The transfer information and the appropriate signatures are provided in the Transfer Certificate section.**
- 3. A transfer fee of \$50 (or as noted in Section 13 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.

15 TRANSFER CERTIFICATE

VIN: JN8BT3DD5TW326199 Policy #: PREVIEW

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 TRHA holder signatures
- Transfer date and mileage
- Current TRHA 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 TRHA holder
- Change of Ownership documents (at least one of the following: copy of title, registration application, or Bill of Sale; and signed Odometer Statement on that date) dated within 30 days of Transfer Date
- Transfer fee, by personal check or money order, payable to 'Nissan Extended Services North America' or 'NESNA'. Refer to Sections 13 & 14 for state-specific 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. Call Nissan Consumer Affairs at 800-647-7261 with questions.

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 TRHA) 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), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4604 (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 TRHA 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 more than \$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.

BASIC+PLUS

EXHIBIT

Service #	1	2	3	4	5	6	7	8
Miles	7,500	15,000	22,500	30,000	37,500	45,000	52,500	60,000
Months	6	12	18	24	30	36	42	48
Covered services								
Replace engine oil and filter	▪	▪	▪	▪	▪	▪	▪	▪
Rotate tires ¹	▪	▪	▪	▪	▪	▪	▪	▪

Service #	9	10	11	12	13	14	15	16
Miles	67,500	75,000	82,500	90,000	97,500	105,000	112,500	120,000
Months	54	60	66	72	78	84	90	96
Covered services								
Replace engine oil and filter	▪	▪	▪	▪	▪	▪	▪	▪
Rotate tires ¹	▪	▪	▪	▪	▪	▪	▪	▪

¹If applicable

PREVIEW