

**Service Agreement Enclosed
From Nissan Dealer
Protecting your ALTIMA HYBRID**

IMA SAMPLE
1234 ANYSTREET
ANYTOWN, FL 12345



08012006000011

Security+Plus[®]
VEHICLE PROTECTION PLAN

Vehicle/Agreement Information

Purchaser:

IMA SAMPLE
1234 ANYSTREET
ANYTOWN, FL 12345

Policy Number: NCDD02688400

Plan Type: Security+Plus — Gold

Purchase Price: \$500

Deductible: \$50

**Original Manufacturer's
New Vehicle Warranty**

(In-service) Date: 08/01/2011 Odometer Reading: 0

Agreement Effective Date: 09/16/2011 Odometer Reading: 19,275

**Agreement Expiration
(whichever occurs first)** Date: 07/11/2021 Odometer Reading: 75,000

Dealer:

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

Lienholder:

ANY LIENHOLDER

VIN: 1N4CL21D3TXXXXXX

Make: NISSAN

Model: ALTIMA HYBRID

Year: 2011



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

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

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

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

We sincerely thank you for your business.

NISSAN EXTENDED SERVICES NORTH AMERICA, INC.

Note: The Nissan Altima Hybrid is covered by this agreement. Section 8, What Is Not Covered, 8.1 refers to 100% Electric Vehicles (EV), not Hybrids.

The Hybrid Battery is covered by the manufacturer's new vehicle limited warranty for up to 8 years/100,000 miles (basic) or 10 years/150,000 miles (California*) from the original in-service date, whichever occurs first.

The Hybrid System is covered by the manufacturer's new vehicle limited warranty for up to 8 years/100,000 miles (basic) or 15 years/150,000 miles (California*) from the original in-service date, whichever occurs first.

* California-certified vehicles sold for registration in various states. Please refer to the Warranty Information Booklet for complete details.

1 HOW THIS SERVICE AGREEMENT (“Agreement”) PROTECTS YOU

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

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

*NESNA indicates Nissan Extended Services North America, Inc., P.O. Box 685004, Franklin, TN 37068-5004, Telephone: (615) 725-1000. License #60128.

2 YOUR SECURITY+PLUS SERVICE AGREEMENT TERM

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

3 WHEN DOES COVERAGE BEGIN AND END

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

Car Rental Reimbursement coverage begins on the Agreement effective date and continues until this Agreement expires. Accordingly, this Agreement may provide coverage for your vehicle during a portion of the same period as your New Vehicle Warranties.

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

13 TRANSFER CERTIFICATE

Transferred from: IMA SAMPLE

Address: _____ City: _____ State: _____

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

Agreement: NCDD02688400 VIN: 1N4CL21D3XTXXXXXX

Transferred to: _____ Address: _____

City: _____ State: _____ Zip: _____

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

Signature of Former Owner: _____ Date: _____

Signature of New Owner: _____ Date: _____

This completed transfer certificate, copies of all maintenance records, change of ownership documents, and the transfer fee as stipulated above (made by check or money order payable to Nissan Extended Services North America, Inc.) should be forwarded to the following address:

NISSAN EXTENDED SERVICES NORTH AMERICA, INC.

VEHICLE SERVICE CONTRACTS

P.O. BOX 685004

FRANKLIN, TN 37068-5004

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4 THIS SERVICE AGREEMENT COVERS

This Agreement covers any repairs needed due to MECHANICAL BREAKDOWN, as defined above, for all Nissan parts and components of your vehicle except for those items described in the "What Is Not Covered" section of this Agreement.

DEDUCTIBLE:

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

REPLACEMENT PARTS:

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

CAR RENTAL REIMBURSEMENT:

If you require alternate transportation due to the MECHANICAL BREAKDOWN of a covered part, this Agreement will provide reimbursement for the actual expenses of substitute transportation up to \$35 per day, to a maximum of four (4) days, and \$140 per breakdown. Rental must be made from an authorized rental agency or your repairing Nissan dealer. Substitute transportation is based on the Nissan Flat Rate Time required to repair the vehicle according to the following table:

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

TOWING:

If your vehicle requires towing due to the MECHANICAL BREAKDOWN of a covered part, this Agreement will provide reimbursement for the actual towing expense incurred in towing it to the nearest participating Nissan dealer, not to exceed \$100 per claim.

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

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

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

6 IF YOU NEED ASSISTANCE LOCATING A NISSAN REPAIR FACILITY

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

7 MAINTENANCE AND RECORDS

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

12 TRANSFER

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

1. The vehicle's service records are current and indicate that the vehicle was maintained in accordance with Nissan's recommendations. In the event service records are not available, NESNA may require the vehicle to be inspected and serviced at an approved repair facility at the owner's expense to ensure the vehicle has been properly maintained. If the inspection and service disclose abnormal vehicle conditions, the transfer request may be rejected. This determination shall be within the sole discretion of NESNA.
2. The transfer request is made within thirty (30) days of change in ownership.
3. The transfer information and the appropriate signatures are provided in the Transfer Certificate section.
4. A transfer fee of \$40 payable to Nissan Extended Services North America, Inc. is included with the transfer request. Payment may be by check or money order.

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

11 CANCELLATION

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

Nissan Extended Services North America, Inc. ("NESNA") and/or the Lienholder may cancel this Agreement if: a) There has been a material misrepresentation or fraud at the time of sale of the service agreement; b) You have failed to maintain the motor vehicle as prescribed by the manufacturer; c) The odometer has been tampered with or disabled and you have failed to repair the odometer; or d) For nonpayment of premium by you, in which case NESNA and/or the Lienholder must provide you with notice of cancellation by certified mail.

If the Agreement is cancelled within sixty (60) days from the date of purchase, you will receive a full refund less any claims paid. If the Agreement is cancelled after sixty (60) days, the refund will be calculated as follows. If the Agreement is cancelled by NESNA and/or the Lienholder, you will receive one hundred percent (100%) of the paid unearned pro rata premium. If you cancel the Agreement, NESNA shall return directly to you not less than ninety percent (90%) of the unearned pro rata premium. Nissan Extended Services North America remains responsible for full refunds to you on cancelled service agreements. Your salesperson or agent are responsible for the refund of their unearned pro rata commission.

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

8 WHAT IS NOT COVERED

- 8.1 Any component of an electrically powered vehicle, i.e., any vehicle whose propulsion is provided by an electric motor and/or power source is not eligible for and is not covered by this Agreement.**
- 8.2 Paint, exhaust system, carpet, glass, upholstery, soft trim, weatherstripping, convertible soft top, moldings, bright metal, clutch disc, pressure plate and throw out bearing (manual transmission), any and all in-vehicle communications systems and/or mobile entertainment systems, navigational systems, air bag sensors, conversion of the air conditioning system to operate on R134, audio system components, battery, lenses and bulbs, belts and hoses, tires, brake drums, disc brake rotors, wheels, shock absorbers, MacPherson strut inserts, squeaks, rattles, water leaks, wind noise, immobilizer key, and remote keyless entry switch assembly.**
- 8.3 Constant velocity boots.**
- 8.4 Maintenance service expenses specified in your Owner's Manual such as: engine tune-up, wheel balance and alignment, spark plug and wire replacement/adjustment, timing belt replacement, fluid and lubricant replacement/replenishment, wiper blade replacement, headlight aiming, filter replacement, and brake pad and shoe replacement.**
- 8.5 Any repairs relating to loss of performance caused by normal wear and tear unless an actual MECHANICAL BREAKDOWN occurs.**
- 8.6 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.**
- 8.7 Any failures resulting from:**
 - Lack of normal maintenance as specified in your vehicle Owner's Manual
 - Overheating of the powertrain
 - Use of improper or contaminated fuels, fluids or lubricants
 - Failure to maintain proper fluid, coolant or lubricant levels
 - Use of inferior, modified or non-approved parts
 - Modification of the vehicle beyond the original factory specifications
 - Negligent operation of a vehicle with a failed component(s)
 - Pulling a trailer or other vehicle that exceeds Nissan's recommendations or exceeds the maximum Gross Vehicle Weight (GVW) of the vehicle
- 8.8 Any failures due to rust or corrosion regardless of cause.**
- 8.9 Any failures caused by racing or other competition.**
- 8.10 Service adjustments not usually associated with the replacement of parts.**
- 8.11 Any incidental or consequential damages such as loss of the use of the vehicle, storage charges, inconvenience or commercial loss.**
- 8.12 Any vehicle with an inoperative or altered speedometer and/or odometer so that the actual mileage of the vehicle cannot be determined.**
- 8.13 Any vehicle used for commercial uses (such as taxi, limousine, rental, etc.).**

- 8.14 Any expense that is covered by your New Vehicle Warranties, parts warranties, or other Agreements.
- 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 Agreement, and all coverages described herein, does not apply to any vehicle which has ever been:
- the subject of a “salvage” or similar title under any state’s law, or
 - “totaled” by a licensed insurance company; that is, been the subject of any insurance company’s cash payment of claim in lieu of repairs because of a determination that the cost of repairs exceeded the actual cash value of the vehicle. If this Agreement is written on such a vehicle, the full amount of NESNA’s liability under this Agreement is limited to a refund from NESNA of the amount paid to NESNA for this Agreement.
- 8.17 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 Agreement, whether or not related to the PARTS COVERED by this Agreement.
- 8.18 Any vehicle not distributed by Nissan.
- 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.

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

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

9 LEGAL DEFINITIONS

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

10 OPTIONS/EXCLUSIONS

Florida:

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