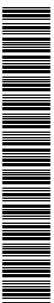


# QualityGuard+Plus<sup>®</sup>

VEHICLE PROTECTION PLAN

08012006000062



**Service Agreement Enclosed  
From Infiniti Dealer  
Protecting your Maxima**



IMM SAMPLE  
1 234 ANYSTREET  
ANYTOWN, NY 12345

Member #  
QSDM10724701

VIN  
JN1CA21D3XT824204

Name  
IMM SAMPLE

Expires (Date/Mileage)  
10-16-2011/43275

Member #  
QSDM10724701

VIN  
JN1CA21D3XT824204

Name  
IMM SAMPLE

Expires (Date/Mileage)  
10-16-2011/43275

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**Vehicle/Agreement Information**

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**Purchaser:**

IMA SAMPLE  
1234 ANYSTREET  
ANYTOWN, NY 12345

**Policy Number:** QSDM10724701**Plan Type:** QualityGuard+Plus — Supreme**Purchase Price:** \$500**Deductible:** \$50**Original Manufacturer's****New Vehicle Warranty****(In-service)**

Date: N/A Odometer Reading: 0

**Agreement Effective**

Date: 10/16/2009 Odometer Reading: 19,275

**Agreement Expiration****(whichever occurs first)**

Date: 10/16/2011 Odometer Reading: 43,275

**Dealer:**

INFINITI DEALER  
1234 DEALER STREET  
DEALER CITY, NY 12345  
(123) 456-7890

**Lienholder:**

ANY LIENHOLDER

**VIN:** JN1CA21D3XT824204**Make:** NISSAN**Model:** MAXIMA**Year:** 2005



Service Agreement

**NATIONAL TOLL-FREE ROADSIDE ASSISTANCE\* NUMBER**  
**1.800.225.2476**

\*Services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming, where services are provided through Cross Country Motor Club of California, Inc., Medford, MA 02155

Send claims for Roadside Assistance to:

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



Congratulations on your recent vehicle purchase and your decision to protect your investment with a Service Agreement. We provide 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, GP

FOR PRE-OWNED VEHICLES

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.

*THIS SERVICE CONTRACT ("Agreement") IS DESIGNED SOLELY TO AFFORD THE PURCHASER WITH REASONABLE REPAIR OR REPLACEMENT OF THE LISTED PARTS TO THE DESCRIBED VEHICLE. IT IS NOT A CONDITION OF THE SALE OR FINANCING OF THE VEHICLE.*

*NISSAN EXTENDED SERVICES RESERVES THE RIGHT TO ACCEPT, CORRECT, MODIFY, OR REFUSE ANY CONTRACT APPLICATION. CLAIMS WITHIN THE FIRST 90 DAYS AND/OR 3,000 MILES OF THE EFFECTIVE DATE ARE SUBJECT TO REVIEW AND/OR DENIAL FOR A PRE-EXISTING CONDITION. NISSAN EXTENDED SERVICES RESERVES THE RIGHT TO REJECT ANY APPLICATION OR CONTRACT FOR ANY REASON AT ITS DISCRETION UPON RETURN OF THE FULL AMOUNT PAID.*

**1 HOW THIS SERVICE AGREEMENT ("Agreement") PROTECTS YOU**

In return for your payment, Nissan Extended Services North America, GP (NESNA)\*, will arrange for payment of the cost to repair or replace all covered parts of the described vehicle 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 materials or faulty workmanship. 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/breakdown caused by a non-covered part, or to a non-covered part.

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

**2 WHAT IS COVERED AND FOR HOW LONG**

**This QualityGuard+Plus Agreement covers the cost of repairs and the replacement of covered parts due to a MECHANICAL BREAKDOWN. Replacement of any part may be made with a part of like kind and quality (LKQ). MECHANICAL BREAKDOWN coverage begins when your New Vehicle Limited Warranty, if any, expires. Other coverage, such as towing, begins on the date listed on this Agreement. Therefore, this Agreement may cover you for a portion of the same period as the original New Vehicle Limited Warranty provided with your vehicle when new. The New Vehicle Limited Warranty is the warranty provided by the original manufacturer of your vehicle. MECHANICAL BREAKDOWN and towing coverage continues until the expiration of this Agreement. Refer to the Vehicle/Agreement Information section of this Agreement for details relating to the expiration of this Agreement.**

**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.**

**This Agreement covers any repairs needed due to MECHANICAL BREAKDOWN, as defined above, for all parts and components of your vehicle except for those**

**10 TRANSFER CERTIFICATE**

Transferred from: IMA SAMPLE

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Date of Transfer: \_\_\_\_\_ Odometer at Transfer: \_\_\_\_\_

Agreement: QSDM10724701 VIN: JN1CA21D3XT824204

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, GP) should be forwarded to the following address:

NISSAN EXTENDED SERVICES NORTH AMERICA, GP  
VEHICLE SERVICE CONTRACTS  
P.O. BOX 685004  
FRANKLIN, TN 37068-5004

## 8 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.

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

If this Agreement is cancelled within sixty (60) days from the Agreement effective date, you will receive a full refund provided you have not filed a claim. If you have filed a claim or if this Agreement is cancelled after sixty (60) days, the refund will be calculated based on the greater of the time in force or the mileage driven compared to the total time or mileage of your term. In addition, a processing fee of \$50 will be automatically deducted, if applicable, from the refund.

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

## 9 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 the Manufacturer'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 \$50 or as noted below payable to Nissan Extended Services North America, GP 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.

items described in the "What is Not Covered" section of this Agreement. **TURBOCHARGER, SUPERCHARGER, ROTARY ENGINE, DIESEL ENGINE, AND ALL-WHEEL DRIVE/FOUR-WHEEL DRIVE (AWD/4WD) ARE COVERED ONLY IF THE APPLICABLE OPTION WAS SELECTED ON THE QUALITYGUARD APPLICATION AT TIME OF PURCHASE AND THE REQUIRED ADDITIONAL FEE PAID.**

**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 AGREEMENT. LEAKAGE IS DEFINED AS AN ACTIVELY DRIPPING SEAL/GASKET; SEEPAGE IS DEFINED AS A WET SEAL/GASKET.**

**AUDIO AND NAVIGATION SYSTEM COVERAGE IS LIMITED TO: REPAIR OF EXISTING COMPONENT OR EXCHANGE (with a repaired or remanufactured component) OR REPLACEMENT WITH A LIKE KIND AND QUALITY (LKQ) COMPONENT. COMPONENT REPLACEMENTS ARE LIMITED TO ONE OCCURENCE. IF REPAIR OR EXCHANGE OR LKQ COMPONENT IS NOT AVAILABLE, OUR MAXIMUM LIABILITY UNDER THIS CONTRACT WILL BE THE COST OF AN LKQ COMPONENT. REPLACEMENT WITH A NEW ORIGINAL EQUIPMENT MANUFACTURER (OEM) COMPONENT IS NOT OFFERED. COVERAGE IS PROVIDED FOR THE FOLLOWING OEM COMPONENTS:**

- **Factory installed** in-dash chassis modules including: radio, amplifier, audio cassette player, CD player.
- **Factory installed** in-dash navigation display unit and navigation module.

### **DEDUCTIBLE:**

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

### **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 five (5) days, and \$175 per breakdown, once you have an authorized repair. Rental must be made from an authorized rental agency or your repair facility. Reimbursement for substitute transportation under this Agreement is based solely on the repair time required to repair the vehicle. This Agreement does not provide for NESNA to assist with additional rental due to weekends, holidays, parts on back order, or shop delays. NESNA approves rental according to the following table:**

| Repair Time Required | Number of Days Allowed | Maximum Reimbursement |
|----------------------|------------------------|-----------------------|
| 0.1 – 8.0 Hours      | 2                      | up to \$70            |
| 8.1 – 16.0 Hours     | 3                      | up to \$105           |
| 16.1 – 24.0 Hours    | 4                      | up to \$140           |
| 24.1 – 32.0 Hours    | 5                      | up to \$175           |

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

Your QualityGuard+Plus Agreement includes a Roadside Assistance Program.

#### ▪ **ROADSIDE ASSISTANCE COVERAGE**

Upon receiving your call, a Roadside Assistance administrator will dispatch a qualified service facility to provide assistance up to a maximum of \$100 per incident for: battery boost (jump start); flat tire change (with your good spare); delivery of gas (maximum \$5); and lock-out assistance. No deductible will apply for this benefit.

#### ▪ **TOWING ASSISTANCE**

If your vehicle requires towing due to the MECHANICAL BREAKDOWN of a covered part, this Agreement will provide reimbursement for the actual expense of towing it to an

authorized repair facility. Such reimbursement shall not exceed \$100 per mechanical breakdown. If you are entitled to receive towing benefits or coverage from any other source whatsoever (including, but not limited to, the vehicle's warranty, an insurance policy, auto club membership, or other service contract), this QualityGuard+Plus service contract provides excess coverage only, i.e., NESNA will pay only for the portion (up to \$100) of the towing charge not covered from the other source(s). No deductible will apply for this benefit.

#### ▪ **TRIP INTERRUPTION BENEFITS**

Emergency travel/trip interruption coverage is provided should any COVERED MECHANICAL BREAKDOWN occur when you are 100 miles or more away from home. Benefits may apply to the occurrence of the following expenses: alternate transportation, meals and lodging. Arrangements must be coordinated through the Roadside Assistance administrator. This Agreement will provide coverage for trip interruption, not to exceed \$500 per covered incident. No deductible will apply for this benefit.

#### **FOR 24-HOUR ROADSIDE ASSISTANCE CALL 1-800-225-2476**

\*Services provided through Cross County Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin, and Wyoming, where services are provided through Cross Country Motor Club of California, Inc., Medford, MA 02155.

#### **MANUFACTURER'S WARRANTY DEDUCTIBLE REIMBURSEMENT:**

**If any part covered under this Agreement is replaced under a Manufacturer's Warranty, you will be reimbursed for a portion of the required deductible charged to you by the Manufacturer, less the QualityGuard+Plus deductible.**

**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.**

### **3 WHAT TO DO IN CASE OF A MECHANICAL BREAKDOWN OF A COVERED PART**

- 3.1 Return the vehicle to the selling dealer if possible, or a licensed authorized repair facility.
- 3.2 Provide the repairing dealer with this Agreement and instruct them to contact NESNA at 1-800-888-5245, PRIOR TO REPAIRING, REPLACING OR DISASSEMBLY OF ANY PART(S). NESNA will consider the repairing dealer's diagnosis of your vehicle in order to determine if the MECHANICAL BREAKDOWN is related to a component covered by this QualityGuard+Plus Agreement.  
**IMPORTANT: IT IS YOUR RESPONSIBILITY TO ENSURE THAT AUTHORIZATION HAS BEEN RECEIVED PRIOR TO PROCEEDING WITH ANY AND ALL REPAIRS. IF SUCH AUTHORIZATION IS NOT RECEIVED, YOU MAY BE LIABLE FOR THE EXPENSE (i.e. PAYMENT WILL NOT BE MADE BY NESNA).**
- 3.3 If applicable, YOU must authorize needed diagnosis/disassembly to determine cause of failure and extent of damage. If it is determined that the cause of failure is not covered by your contract, YOU will be responsible for any and all diagnosis/disassembly charges.
- 3.4 Cooperate with the 3<sup>rd</sup> party inspection of your vehicle; if deemed necessary by NESNA.
- 3.5 Provide proof of maintenance to the dealer, repair facility, or QualityGuard+Plus, as applicable. Refer to "Maintenance and Records" section below.
- 3.6 Pay the deductible shown in the Vehicle/Agreement Information section of this Agreement. All other additional costs relating to excluded items will be the responsibility of the holder of this Agreement.
- 3.7 Mailing address is Nissan Extended Services North America, GP, QualityGuard+Plus Claims, P.O. Box 685009 (P-3-B), Franklin, TN 37068-5009.
- 3.8 Documents requesting reimbursement must be received by NESNA within ONE YEAR of fail date; if not your claim will be denied.

TO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, AUTO WARRANTY COMPANY, OR SERVICE CONTRACT COMPANY, OR

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

#### **Louisiana:**

Exclusions: Under provision Cancellation the phrases "provided you have not filed a claim" and "if you have filed a claim" are deleted.

#### **Maryland:**

The Agreement Purchaser is entitled to make a direct claim against the insurer in the event the claim is not paid within sixty (60) days after the proof of loss has been submitted to the Agreement Administrator.

#### **New Hampshire:**

1. No cancel or transfer fee will be charged for purchases of Service Contracts.
2. Replacement of any part may be made with a part of like kind and quality.
3. For terms, conditions and exclusions regarding "What is Not Covered" under this Service Contract, see the appropriate section of the Agreement.
4. This Service Contract covers the specific components set forth therein upon expiration of the manufacturer's warranty.

#### **New York:**

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

#### **Oregon:**

NESNA is the sole obligor under this extended service contract and is solely responsible for all covered claims.

#### **South Carolina:**

Obligations of NESNA under this service contract 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, (800) 768-3467.

#### **Texas:**

Obligations of NESNA under this service contract 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, Texas 78711, (800) 803.9202.

#### **Wisconsin:**

Obligations of NESNA under this service contract are guaranteed under a service contract reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, or by calling 1(800)358-8885.

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

**IN THE STATE OF WISCONSIN, PREAUTHORIZATION OF REPAIR WORK IS REQUIRED BY NESNA. HOWEVER, IF EXTENUATING CIRCUMSTANCES PREVENT THE CUSTOMER FROM OBTAINING PREAUTHORIZATION, NESNA WILL NOT DENY A CLAIM BASED SOLELY ON THE LACK OF PREAUTHORIZATION.**

#### **Wyoming:**

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

Lienholders may cancel this Agreement only if your vehicle is a total loss or repossessed. Should this Agreement be financed, the cancellation refund will be paid to the purchaser and the lienholder as an additional payee unless proof of pay-off is submitted.

**Colorado:**

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

**Connecticut:**

In the event of a dispute regarding the terms of this service contract, Purchaser may file a formal written complaint to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the vehicle, the cost of repair of the vehicle and a copy of the service contract.

Should a service contract expire while a 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).]

**Idaho:**

Obligations of NESNA under this service contract are guaranteed under a service contract reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, or by calling 1(800)358-8885.

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

**Illinois:**

The cancellation fee is \$35 or 10% of retail price. NESNA is the sole obligor under this extended service contract and is solely responsible for payment of or reimbursement for all covered claims.

**Indiana:**

Obligations of NESNA under this service contract are guaranteed under a service contract reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, or by calling 1(800)358-8885.

**Iowa:**

At the time of purchase of this service contract, the following options for payments are made available to you: 1) Single payment; 2) 0% financing; or 3) Financing through a lienholder. The obligations of NESNA under this service contract are guaranteed under a motor vehicle mechanical reimbursement policy underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157-6596, Phone: (305) 253-2244. If NESNA fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the service contract holder is entitled to make claim directly against the reimbursement policy.

If the service contract holder cancels and requests a full refund within 20 days and no claims have been filed, a 10% penalty will be added each month to the refund not paid to the holder within 30 days.

Consumers requesting additional information pertaining to this QualityGuard+Plus Service Contract may contact the Iowa Insurance Division at the following address: Iowa Securities Bureau, Division of Insurance, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

**Kentucky:**

The obligations of NESNA under this service contract are insured under a motor vehicle mechanical reimbursement policy underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. The Agreement Purchaser is entitled to make a direct claim against the insurer in the event the claim is not paid within sixty (60) days after the proof of loss has been submitted to the Agreement Administrator.

ANY OTHER PERSON, OR FILE A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE A CRIME UNDER APPLICABLE LAW.

**4 MAINTENANCE AND RECORDS**

You are responsible for properly using, maintaining and caring for your vehicle as per the vehicle manufacturer's recommendations. 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. FAILURE TO PROVIDE SUCH EVIDENCE, OR FAILURE TO PROPERLY MAINTAIN THE VEHICLE IN ACCORDANCE WITH YOUR OWNER'S MANUAL, MAY DISQUALIFY YOU FROM COVERAGE.

**5 WHAT IS NOT COVERED****5.1 ANY REPAIR NOT AUTHORIZED BY NESNA PRIOR TO THE REPAIR BEING PERFORMED.**

**5.2 All electrically powered or hybrid vehicles, i.e., any vehicles whose propulsion are in any part at any time provided by an electric motor and/or electric power source, are not eligible for coverage under a QualityGuard+Plus agreement, and all such vehicles are expressly excluded from coverage.**

**5.3 Paint, bumpers, body sheet metal and panels, frame and structural parts, moldings and trim, fuses, weatherstripping, carpet, upholstery, seat frames, glass, heated glass element. Any and all antenna(s), including but not limited to, in-glass, cellular, or GPS. Freeze plugs, and constant velocity boots. Squeaks and rattles, water leaks, wind noise. Engine and accessory drive belts. Hoses including but not limited to: heater/cooling system, vacuum, air conditioning, and power steering. Clutch disc, pressure plate, pilot bearing (bushing) and throw-out bearing. All exhaust system components. Vinyl/ convertible top, retractable soft/hard tops, removable hard top and all assemblies, including but not limited to: hardware and linkages. Replacement of OEM Audio or Navigation components or systems with new audio or navigation components or systems. Any and all in-vehicle mobile entertainment systems/ video components, game centers in-vehicle communication or voice recognition systems, Bluetooth®, On-Star®, audio speakers, wiring, remotes, CD's, DVD's. Any and all Audio/GPS navigation system discs, including but not limited to, start-up, reprogramming, update software. DVD's, audio/video cassettes or game cartridges. Any and all Non-OEM audio and/or navigation components or systems. Advanced driver assistance systems, including but not limited to: distance sensing/measuring, parking assistance, dynamic speed control. Convenience systems, including but not limited to: quadrasteer, active rollover protection, hydropneumatic suspension, electronic air purification, driver impairment. Safety restraint systems, including but not limited to: air bags/sensors, seat belts. Daytime running light system, swivel headlight system, headlamps/tail lamps assemblies, center high mounted stop lamp assembly and their bulbs/l.e.d's. Battery and cables. Tires, brake drums, disc brake rotors, brake pads, brake linings/shoes, wheels/rims, wheel studs, shock absorbers. Any nuts, bolts, fasteners, rivets are not covered except where required in conjunction with a covered repair.**

**5.4 Maintenance service expenses specified in your Owner's Manual such as: engine tune-up, wheel balance and alignment, spark plug/glow plug and ignition wire replacement/adjustment. Timing belt replacement, fluid and lubricant replacement/ replenishment, wiper blade replacement, headlight aiming, filter replacement. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in conjunction**

- with a covered repair.
- 5.5 Repair or replacement of any covered part should a **MECHANICAL BREAKDOWN** not occur or if the wear of a part does not exceed the manufacturer's specifications.
  - 5.6 Any repairs relating to loss of performance caused by normal wear and tear unless an actual **MECHANICAL BREAKDOWN** occurs.
  - 5.7 Any failures due to damage resulting from: accident; collision; road hazard; fire; theft; flood/water damage; freezing; rust and corrosion of any kind regardless of cause; salt in any form or of any chemical composition whatsoever (including, but not limited to: road salt, salt water, and/or salt or salt water in the air), environmental damage to include anything whatsoever external (not part of) the vehicle, including but not limited to whether it is/was airborne, in water, soil, air, dust, or caused by the sun; chemicals; vandalism; riot; explosion; natural disaster; terrorism; or acts of God.
  - 5.8 Any failures due to:
    - Engine overheating: regardless of cause
    - Failure to maintain proper fluid, coolant, or lubricant levels
    - Use of improper or contaminated fuels, fluids or lubricants
    - Lack of normal maintenance as specified by your vehicle manufacturer
    - Sludge, sludge build-up, varnish, restricted oil passages, stuck piston rings, engine oil consumption
    - Engine detonation
    - Engine over-rev or transmission misshift (improper shift)
    - Any modifications to the vehicle departing from, or differing from, the manufacturer's original factory specifications for that model and trim level
    - 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 the Manufacturer's recommendations or exceeds the maximum Gross Vehicle Weight (GVW) of the vehicle
  - 5.9 Any failures caused by racing or other competition; or operation of the vehicle not in compliance with the vehicle's Owners Manual.
  - 5.10 Any and all service adjustments, including but not limited to: computer reprogramming.
  - 5.11 Diagnostic charges and or disassembly procedures that are not listed or not in conjunction with covered components. Also, if parts amounts and labor times are in excess of current year's nationally recognized labor guides, i.e., **Motors**®, **Mitchell**®, or **Chilton**®.
  - 5.12 Any failure resulting from pre-existing conditions which were present at the time of vehicle sale.
  - 5.13 Parts/Labor charges for engine flushing, including but not limited to: removal of sludge, sludge build-up, varnish, or other contaminants.
  - 5.14 Any incidental or consequential damages such as, but not limited to: loss of the use of the vehicle or lost wages or lost business, storage charges, inconvenience or commercial loss, as well as any damage caused by a non-covered part, or to a non-covered part.
  - 5.15 All shop supplies or hazardous waste disposal charges.
  - 5.16 Any vehicle with an inoperative or altered speedometer and/or odometer so that the actual mileage of the vehicle cannot be determined.
  - 5.17 Any vehicle used as an emergency vehicle, tow truck or other commercial uses (such as, but not limited to, snow plow, taxi, limousine, delivery, rental, etcetera).
  - 5.18 Any expense that occurs during the original manufacturers New Vehicle

Limited Warranties or pursuant to: manufacturers recalls or service campaigns or publicly announced owner notifications, parts warranties, or other Agreements (such as extended drivetrain, major component or full coverage warranties, or a repairer's guarantee/warranty).

- 5.19 Any coverage afforded by this Agreement in which the information provided to NESNA cannot be verified as accurate or is found to be deceptive.
- 5.20 This Agreement, and all coverage's described herein, does not apply to any vehicle which has ever been:
  - The subject of a "salvage", "voided", or "rescinded" factory warranty or title under any state's law
  - Vehicles not sold in the United States or Canada or not originally intended for sale, lease, and/or operation in the United States or Canada by the vehicle's manufacturer
  - "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.
- 5.21 Liability for any 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.
- 5.22 Seepage around seals. See What is Covered and for How Long.

**NESNA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS AS FOLLOWS: TOTAL ACCUMULATIVE CLAIMS DURING THE TERM OF THIS AGREEMENT SHALL NOT EXCEED THE PRIVATE PARTY VALUE OF THE VEHICLE AS LISTED BY KELLY BLUE BOOK® AT THE TIME OF CURRENT CLAIM.**

**NESNA WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE VEHICLE, INCONVENIENCE OR COMMERCIAL LOSS.**

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

## 6 SERVICE CONTRACT/NOT A WARRANTY

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.

## 7 OPTIONS/EXCLUSIONS

The following state requirements will apply to vehicle service contracts sold in the following states:

### Alabama:

The cancellation and transfer fee is \$25. If the lienholder or NESNA cancels the service contract, the \$25 cancel fee may not be deducted. Obligations of NESNA under this service contract are backed by the full faith and credit of the provider.