



# SERVICE AGREEMENT FOR INFINITI VEHICLES

## HOW DOES MY SERVICE AGREEMENT (“Agreement”) PROTECT ME?

In return for your payment, Nissan Extended Services North America, Inc. (NESNA)\*, will arrange for an Infiniti\*\* retailer to repair or replace all covered parts of your 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.

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.

\*\*Infiniti refers to Infiniti Division, Nissan North America, Inc. FL License #60128.

## WHAT ARE MY SERVICE AGREEMENT TERMS?

This Agreement applies during the term shown under the caption, “Vehicle/Agreement Information”. This Agreement begins on the date the vehicle is purchased by you.

## WHEN DOES MY COVERAGE BEGIN AND END?

All coverage under the New Vehicle plans begins on the date the vehicle is delivered to the first retail buyer or put into use (“in-service date”), whichever is earlier, with mileage beginning at zero, regardless of the vehicle age or odometer reading at the time of sale, although any or all components or parts may be covered by the manufacturer’s limited warranty, warranty extensions, recalls or campaigns. Expiration of coverage is determined by the greater of time or mileage, whichever occurs first. Odometer reading, which appears in your Service Agreement, means the number of miles which the vehicle has been operated since manufacture as indicated on the vehicle’s odometer, unless the odometer is/has been broken, has been replaced or has been tampered with. In such a situation, NESNA will calculate the total actual number of miles of vehicle operation since manufacture based on the information available. If ever the odometer is tampered with, and/or is inoperative so that the vehicle’s total actual number of recorded miles of operation since manufacture cannot be accurately determined by NESNA, the Agreement will be void. Odometer reading reflects the mileage based upon the recording device and numerous factors, and may not reflect actual distance traveled.

## WHAT DOES MY SERVICE AGREEMENT COVER?

This Agreement applies only to your vehicle which is identified in the Vehicle/Agreement Information section of this Agreement, and covers any repairs needed due to MECHANICAL BREAKDOWN, as defined above for all Nissan parts and components of each Infiniti vehicle except for those items listed under the caption, “WHAT IS NOT COVERED BY MY SERVICE AGREEMENT?”

### DEDUCTIBLE

Repairs for components covered under the Infiniti Extended Protection Plan are subject to the deductible listed, if any, 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 replacement part manufactured or approved by Nissan for use on Infiniti vehicles. The replacement part may differ from the original part.

### CAR RENTAL REIMBURSEMENT

If you require alternate transportation due to the MECHANICAL BREAKDOWN of a covered part, this Agreement will provide reimbursement for the actual expenses of substitute transportation up to \$50 per day, to a maximum of five (5) days, and \$250 per service visit. Rental must be made from an authorized rental agency or the Infiniti retailer. Substitute transportation is based on the Infiniti 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 \$100
8.1 – 16.0 Hours	3	up to \$150
16.1 – 24.0 Hours	4	up to \$200
24.1 or more Hours	5	up to \$250

### ROADSIDE ASSISTANCE\* BENEFITS

Roadside Assistance coverage is as follows:

#### • ROADSIDE ASSISTANCE

Upon receiving your call, the nearest Infiniti retailer will be contacted, and a qualified Roadside Assistance representative will be dispatched to provide assistance for: battery boost (jump start); flat tire change; delivery of gas (maximum \$5); and lock-out assistance, up to a maximum of \$100 per claim.

#### • TOWING

In the event of an unforeseen mechanical problem disabling your vehicle, the Roadside Assistance administrator will make arrangements for your vehicle to be towed up to 250 miles to the nearest Infiniti retailer. Over 250 miles, the vehicle may be towed to the nearest authorized repair facility. This coverage provides for flat bed towing, not to exceed \$100 per claim.

#### • TRIP INTERRUPTION BENEFITS

Emergency travel/trip interruption coverage is provided should any MECHANICAL BREAKDOWN occur when you are 100 miles or more away from home. Benefits may apply to the occurrence of the following expenses: alternate transportation, meals and lodging. This Agreement will provide coverage for trip interruption, not to exceed \$500 per claim.

#### FOR 24-HOUR ROADSIDE ASSISTANCE, CALL 1-800-662-6200

\* Services provided through Cross Country Motor Club, Inc., Boston, MA 02155-6918, except in Alaska, California, Oregon, Wisconsin, and Wyoming, where services are provided through Cross Country Motor Club of California, Inc., Boston, MA 02155-6918.

**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 exception to coverage mandated by state law or state regulatory authority. If you have any questions, please contact your retailer or call 1-800-662-6200.

## WHAT DO I DO IN CASE OF THE MECHANICAL BREAKDOWN OF A COVERED PART?

- It is your responsibility to protect the vehicle against any further damage.
- Return the vehicle to the selling Infiniti dealer, or the nearest authorized Infiniti dealer.
- Provide this Agreement to the repairing dealer to obtain coverage afforded by the Infiniti Extended Protection Plan. Your Infiniti dealership can also determine coverage through its dealership computer system.
- Provide proof of maintenance to the repairing dealer, as applicable. See section below captioned, “WHAT ABOUT MAINTENANCE AND RECORD-KEEPING?”
- If emergency repairs are required and performed outside of normal business hours, please contact 1-800-662-6200 the next business day.

## WHAT IF I NEED ASSISTANCE LOCATING AN INFINITI REPAIR FACILITY?

The repair or replacement must be performed by your selling Infiniti retailer or by any authorized Infiniti retailer in the U.S., except as otherwise approved by NESNA. Should you require assistance in locating the nearest Infiniti retailer, or authorized repair facility, call Infiniti Consumer Affairs at 1-800-662-6200. See items under the caption, “Roadside Assistance Benefits”.

## WHAT ABOUT MAINTENANCE AND RECORD-KEEPING?

You are responsible for properly using, maintaining and caring for your vehicle as outlined in your Infiniti Owner’s Manual.

Evidence of the performance of the required maintenance must be kept and may need to be presented as proof of such maintenance in connection with related repairs covered by the Infiniti Extended Protection Plan. To assist you in maintaining appropriate records, the Infiniti Maintenance Log can be used along 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.

## WHAT IS NOT COVERED BY MY SERVICE AGREEMENT?

1. Any component of an electric 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.
2. Paint, exhaust system, carpet, glass, upholstery, soft trim, weatherstripping, convertible soft top fabric and liner, clutch disc (manual transmission), air bags and any related sensors and modules, conversion of the air conditioning systems to operate on R134, battery and cables, tires, disc brake rotors, squeaks, rattles, water leaks, wind noise, shock absorbers, immobilizer key, and remote keyless entry switch assembly.
3. Maintenance service expenses specified in your Owner’s Manual such as: engine tune-up, wheel balance and alignment, spark plug and wire replacement/adjustment, timing belt replacement, fluid and lubricant replacement/replenishment, wiper blade replacement, headlight aiming, filter replacement, and brake pad and shoe replacement.
4. Any repairs related to loss of performance caused by normal wear and tear unless an actual MECHANICAL BREAKDOWN occurs.
5. Any failures due to damage resulting from: accident, fire, theft, water damage, freezing, vandalism, explosion, natural disaster, acts of God, or other outside influences.
6. Any failures resulting from:
  - Lack of normal maintenance as specified in your vehicle Owner’s Manual/Maintenance Logbook
  - 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 from the original factory specifications
- Negligent operation of a vehicle with a failed component(s)
- Pulling a trailer or other vehicle that exceeds Infiniti's recommendations or exceeds the maximum Gross Vehicle Weight (GVW) of the vehicle

7. Any failures due to rust or corrosion regardless of cause.
8. Any failures caused by racing or other competition.
9. Service adjustments not usually associated with the replacement of parts.
10. Any incidental or consequential damages, such as, but not limited to, loss of the use of the vehicle, lost wages, storage charges, inconvenience or commercial loss.
11. Any vehicle with an inoperative or altered speedometer and/or odometer so that the actual mileage of the vehicle cannot be determined.
12. Any vehicle used for commercial uses (such as taxi, limousine, rental, etc.).
13. Any expense that is covered by your New Vehicle Warranties, parts warranties, or other Agreements.
14. Any repair or replacement that has not been authorized by NESNA, or in which the information provided to NESNA cannot be verified as accurate or is found to be deceptive.
15. 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 an 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.
16. Liability for damage to property or injury to or death of any person arising out of the operation, maintenance, or use of the vehicle described in this Agreement, whether or not related to the PARTS COVERED by this Agreement.
17. Any failures resulting from pre-existing conditions which were present at the time of vehicle sale to you.
18. Any vehicle not distributed by Nissan
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 IS AS FOLLOWS: TOTAL ACCUMULATIVE CLAIMS DURING THE TERM OF THE AGREEMENT SHALL NOT EXCEED THE PRIVATE PARTY VALUE OF THE VEHICLE AS LISTED BY KELLEY BLUE BOOK® AT THE TIME OF CURRENT CLAIM.**

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

**LEGAL DEFINITIONS OF MY SERVICE AGREEMENT**

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.

**ARE THERE ANY OPTIONS/EXCLUSIONS TO MY SERVICE AGREEMENT?**

**Missouri, North Dakota, and Oregon:**

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

**Transfer:** A transfer fee of \$50, payable to NESNA, is included with the transfer request.

**Oregon:**

NESNA is the obligor under this extended service contract and responsible for all covered claims. All extended service contracts issued by NESNA are guaranteed by its parent company, Nissan Extended Services North America, G.P.

**HOW DO I CANCEL MY SERVICE AGREEMENT?**

You or a person authorized by you may cancel the 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 retailer as listed under the Vehicle/Agreement Information section of the Agreement.

NESNA and/or the Lienholder may cancel the Agreement if: a) There has been a material misrepresentation or fraud at the time of sale of the Service Agreement, or b) You have failed to maintain the motor vehicle as prescribed by the manufacturer, or c) The odometer has been tampered with or disabled and you have failed to repair the odometer; or d) For non-payment of premium by you, in which case

NESNA and/or the Lienholder must provide you with notice of cancellation by certified mail.

**In Florida:** If the Agreement is cancelled within sixty (60) days from the date of purchase, then you will receive a full refund less any claims paid. If the Agreement is cancelled after sixty (60) days, then 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, less a cancellation fee not to exceed five percent (5%) of the gross premium paid by the Agreement holder, and not to exceed \$25.
- If you cancel the Agreement, NESNA shall return directly to you not less than ninety percent (90%) of the unearned pro rata premium, less a cancellation fee not to exceed five percent (5%) of the gross premium paid by the Agreement holder, and not to exceed \$25. NESNA remains responsible for full refunds to you on cancelled service agreements. Your salesperson or agent is responsible for the refund of their unearned pro rata commission.

**In Missouri, North Dakota, and Oregon:** If the Agreement is cancelled within sixty (60) days from the Agreement effective date, then you will receive a full refund provided you have not filed a claim. If you have filed a claim or if the Agreement is cancelled after sixty (60) days, then the refund will be calculated based on the greater of the time in force or the mileage driven compared to the total time or mileage of your term. In addition, a processing fee of \$50 or as noted in the OPTIONS/EXCLUSIONS section of your Service Agreement will be deducted from the refund.

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

**HOW DO I TRANSFER MY SERVICE AGREEMENT?**

The Agreement is for the benefit of the Purchaser and applies only to the vehicle listed in your Agreement. However, the 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 Infiniti'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 of the Service Agreement.
4. A transfer fee of \$40 in Florida (\$50 in Missouri, North Dakota, and Oregon), payable to NESNA, is included with the transfer request. Payment may be made by check or money order.

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

**VEHICLE/AGREEMENT INFORMATION**

Purchaser: \_\_\_\_\_  
 \_\_\_\_\_  
 Purchase Price: \_\_\_\_\_  
 Agreement: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 VIN: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Original Manufacturer's New Vehicle Warranty (In-service)  
 Date: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_  
 Agreement Effective  
 Date: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_  
 Agreement Expiration (whichever occurs first)  
 Date: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_  
 Lienholder: \_\_\_\_\_  
 Dealer: \_\_\_\_\_

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