

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**FABIAN ARKLISS, individually and on
behalf of all others similarly situated,**

Plaintiff,

-against-

**NISSAN EXTENDED SERVICES
NORTH AMERICA, INC.,**

Defendant.

Case No.: 2:18-cv-5681-WHW-CLW

**NOTICE OF MOTION SEEKING
LEAVE TO FILE AMENDED
COMPLAINT**

PLEASE TAKE NOTICE that on November 05, 2018, or soon thereafter as this matter may be heard, in Courtroom MLK 4D, 50 Walnut Street, Newark, New Jersey 07102, Plaintiff Fabian Arkliss will move the Court, for an Order pursuant to FRCP 15 and/or FRCP 16, for Plaintiff's Motion to Amend the Complaint filed in this action.

This motion will be based on the Notice of Motion, the Memorandum of Law in Support, and the Exhibits annexed thereto, along with the pleadings and files in this action.

Dated: October 1, 2018

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**NISSAN EXTENDED SERVICES
NORTH AMERICA, INC.,**

Defendant.

Case No.: 2:18-cv-5681-WHW-CLW

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO AMEND
THE COMPLAINT PURSUANT TO FRCP 15**

I. PRELIMINARY STATEMENT

This Memorandum of Law is submitted in support of the Plaintiff's Motion to Amend his Complaint, pursuant to FRCP 15. Plaintiff commenced this action alleging that Defendant Nissan Extended Services North America, Inc. ("NESNA") violated the Magnusson-Moss Warranty Act, 15 USC § 2301 *et seq.*, ("MMWA"). The Court granted a motion to dismiss the Complaint by decision and order of August 16, 2018 [ECF 34]. The Court's decision invited Plaintiff to move for leave to file an amended complaint within 45 days. The Court's August 16 order dismissed the complaint reasoning: "Because Arkliss fails to plead an underlying state law claim, his MMWA claims must be dismissed." In the proposed FAC, Plaintiff has cured this defect by pleading an underlying state law claim; breach of contract. Count I of the proposed FAC alleges

The VSC is a contract between NESNA and class members under New Jersey law. The VSC is a "services contract" as defined by the MMWA. The terms of the VSC are valid, subsisting and enforceable contractual obligations.

...

NESNA failed to comply with its obligations to Plaintiff and class members under each respective VSC it issued. NESNA is liable to Plaintiff and to NESNA Class members for breach of contract and for violating the MMWA, pursuant to 15 USC §2310(d).

II. PLAINTIFF'S MOTION TO AMEND SHOULD BE FREELY GRANTED.

Federal Rule of Civil Procedure 15(a)(2) provides that leave to amend a party's pleading "shall be freely granted when justice so requires." Where there is an absence of undue delay, bad faith, prejudice or futility, a motion for leave to amend a pleading should be liberally granted. *Mitra v. Principal Ins. Co.*, No. CIV.A. 15-1259 CCC, 2015 WL 4139015, at *2 (D.N.J. July 7, 2015), citing, *Long v. Wilson*, 393 F.3d 390, 400 (3d Cir.2004). If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded

an opportunity to test his claim on the merits. *Foman v. Davis*, 371 U.S. 178, 182, 83 S.Ct. 227, 9 L.Ed.2d 222 (1962).

In *Lundy v. Adamar of New Jersey, Inc.*, 34 F.3d 1173 (3d Cir.1994), the Third Circuit explained the liberal amendment policy afforded by Rule 15: “This Court has often held that, absent undue or substantial prejudice, an amendment should be allowed under Rule 15(a) unless denial [can] be grounded in bad faith or dilatory motive, truly undue or unexplained delay, repeated failure to cure deficiency by amendments previously allowed or futility of amendment.” *Long v. Wilson*, 393 F.3d 390, 400 (3d Cir. 2004) (quoting *Bechtel v. Robinson*, 886 F.2d 644, 652–53 (3d Cir.1989) (emphasis in original)).

A. There Was No Undue Delay In This Action.

As set forth above, delay alone is an insufficient basis to deny a motion to amend a Complaint. The Third Circuit has made clear that “delay alone does not preclude amendment. It must be coupled with a resultant burden on the court or prejudice to the other party.” *Amquip Corp. v. Admiral Ins. Co.*, 231 F.R.D. 197, 199 (E.D. Pa. 2005), citing, *Cureton v. Nat'l Collegiate Athletic Ass'n*, 252 F.3d 267, 273 (3d Cir.2001)(emphasis added).

In this action, there was barely any delay in moving to amend the Complaint, and certainly no delay that could be considered undue. Plaintiff has filed moved to seek leave to file this Amended Complaint within the deadline set forth in Your Honor’s Order (Docket 34). Discovery is still ongoing and is not set to close until January 18, 2019.

B. There Is A Complete Absence Of Bad Faith In This Action.

Plaintiff has acted with a complete absence of bad faith throughout this matter, and particularly in bringing the instant Motion to Amend his Complaint. Indeed, Plaintiff has been completely transparent about the claims alleged in this action, and is not seeking to spring new or

novel claims on the Defendant. Plaintiff did not delay the amendment of his pleadings in order to obtain any sort of tactical ‘advantage’ over the Defendant, and there is zero other evidence of any bad faith on Plaintiff’s part.

C. Plaintiff’s Motion To Amend Is Not Futile

Count I of the FAC asserts a claim for breach of contract and violations of the MMWA. Count I alleges Plaintiff, and each class member, entered into an agreement with NESNA, specifically a vehicle services agreement. The Complaint attaches the agreement, and attaches the “Declaration/Application” page which contains terms and conditions of the VSC. The “Declaration/Application” page also contains the language stating the VSC is sold at “0% financing.” The amended complaint further alleges that NESNA “accepted” the “Declaration/Application” page. The complaint alleges – and it will surely be undisputed – NESNA failed to provide 0% financing for the purchase of the VSC. Accordingly, the amended complaint alleges a claim for state law breach of contract. Because the contract is a vehicle services contract, the state law breach gives rise to claim under the MMWA under 15 USC § 2310(d).

NESNA argued at length in the last round of motion practice [ECF 28 at pp. 17-22] that Plaintiff executed a separate Retail Installment Contract (“RIC”) with the car dealership providing for the 24% interest rate. This misapprehends Plaintiff’s claim. Plaintiff is not seeking to set aside the RIC and does not allege it is unenforceable. Plaintiff is alleging the VSC contains a term that was not honored by NESNA: 0% financing. The RIC did not amend or supersede the VSC, and is not even between the same parties (the RIC is an agreement between Plaintiff and the car dealership – not between Plaintiff and NESNA). Plaintiff only financed the VSC at 24% interest in the RIC because NESNA failed to finance it at 0%.

WHEREFORE, it is respectfully submitted that an Order should be issued, granting the Plaintiff leave to amend his Complaint by filing the attached Proposed First Amended Complaint, which is attached to this Motion.

Dated: October 1, 2018

s/ Ari H. Marcus, Esq.
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Plaintiff's Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

FABIAN ARKLISS, for himself and all
others similarly situated,

Plaintiffs,

v.

NISSAN EXTENDED SERVICES
NORTH AMERICA, INC.

Defendant.

**FIRST AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR JURY
TRIAL**

Docket Number: 2:18-cv-05681-WHW-CLW

Plaintiff alleges:

NATURE OF THIS ACTION

1. NISSAN EXTENDED SERVICES NORTH AMERICA, INC. (hereinafter “NESNA” or “Defendant”) entered into deceptive vehicle service contracts, and violated the terms thereof in breach of their contract with Plaintiff and in violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301 *et seq.*
2. Plaintiff brings this Amended Class Action Complaint seeking claims for himself, and those similarly situated, seeking damages, declaratory and equitable relief, attorneys’ fees and costs.

PARTIES AND JURISDICTION

3. Named plaintiff is a natural person and resident of Bergen County, New Jersey.
4. Defendant NISSAN EXTENDED SERVICES OF NORTH AMERICA, INC. (hereinafter: “NESNA”) is a Delaware corporation with a principal place of business located at One Nissan Way, Franklin, TN 37067-6367.

FACTS

5. On or about April 28, 2015, Plaintiff purchased a used Nissan Altima (the, “Vehicle”) from Difeo Nissan Partnership (“Difeo”) at Hudson Nissan, in Jersey City, New Jersey.
6. The Vehicle was normally used for personal use.
7. Plaintiff purchased the Vehicle on credit, as documented in a Retail Installment Contract (“RIC”), by and between Plaintiff and Difeo. See **Exhibit A** attached hereto.
8. A RIC is a common and customary means to finance a vehicle purchase.
9. Contemporaneous with the execution of the RIC, the dealer’s interest therein was assigned to Westlake Financial Service (“Westlake”). The RIC states on page 1: “Seller assigns its interest in this contract to Westlake Financial Services.”
10. Plaintiff was invoiced by Westlake for the RIC and all amounts owed thereunder at the interest rate of 23.99% annually.
11. Plaintiff paid interest on the RIC and all amounts owed thereunder to Westlake, and did so at the rate of 23.99% annually.
12. At the time he purchased the Vehicle, Plaintiff also purchased a “Vehicle Service Contract,” (“VSC”) for \$1,500. The VSC provides, subject to the terms therein, for coverage of mechanical breakdown of covered parts. See **Exhibit B** attached hereto.
13. NESNA is a service contractor under the VSC purchased by Plaintiff.
14. Plaintiff agreed to pay the \$1,500 purchase price for the VSC to Difeo.
15. To sell Plaintiff the VSC, Difeo presented Plaintiff with an “Application/Declarations” page. See **Exhibit C** attached hereto.
16. The terms of the VSC Application Declaration page are incorporated into, and form a part of, the VSC between Plaintiff and NESNA. The Application/Declaration page states the, “VSC

is being issued in accordance with the information contained in this Application/Declaration and is subject to the terms and conditions stated therein.”

17. The Application/Declaration page was signed by Plaintiff and by Difeo.
18. The Application/Declaration page states: “Nissan Extended Services North America (NESNA) reserves the right to accept, correct, modify, or refuse any VSC Application/Declaration.”
19. The Application/Declaration page was submitted by Difeo to NESNA.
20. NESNA accepted the Application/Declaration.
21. The Application/Declaration page represented to Plaintiff that the purchase price for the VSC, of \$1,500, would be financed at 0%. The page states (bold original):

LIENHOLDER OR SERVICE PAYMENT PLAN (0% FINANCING)
NAME WESTLAKE FINANCIAL SERVICES

22. The representation to Plaintiff that the \$1,500 price was subject to 0% financing was false.
23. In fact, the \$1,500 price was financed in the same RIC as the Vehicle, and subject to the same 23.99% annual interest rate.

CLASS ACTION ALLEGATIONS

24. **Class definition:** This action is brought as a class action on behalf of the following class of individuals:
 - a. All consumers;

- b. who in the four years preceding the filing of this action and through the date of class certification;
 - c. entered into a vehicle services agreement in the state of New Jersey, in which NESNA was the services contractor;
 - d. where such vehicle services agreement was purchased by such consumer on credit;
 - e. where such vehicle services agreement represented zero percent financing for the purchase thereof; and
 - f. where the consumers were charged an interest rate on the vehicle service agreement.
25. **Numerosity**. Upon information and belief, the class is so numerous that joinder of all parties is not practical. Plaintiff complaints of standard form service agreements stating “0% FINANCING”; standard form Retail Installment Contracts charging interest for vehicle service agreements; and standard practices and procedures for charging such interest.
26. **The class is ascertainable**. Upon information and belief, NESNA maintain records sufficient to identify class members. NESNA must maintain records of persons with whom it has entered into vehicle service contracts. To the extent NESNA lacks records sufficient to ascertain the identity of class members, third parties known to NESNA have such records.
27. **Common Questions Predominate**. The following are questions of law and fact which are common to class members, and predominate over individual questions:
- a. Whether the vehicle service contract between Plaintiff and NESNA violates the Magnuson-Moss Warranty Act;

- b. Whether NESNA violated the terms of the vehicle service agreement between Plaintiff and NESNA, and thus violated the Magnuson-Moss Warranty Act, by failing to provide Plaintiff 0% financing on the purchase of the vehicle services contract;
 - c. The amount of damages to which Plaintiff and class members may be entitled for the violations alleged herein.
28. **Plaintiff's claims are typical of class members'.** The legal theories and factual findings that would support Plaintiffs' claims for relief would apply equally to the claims brought on behalf of the class. Plaintiff complains of standard form documents, and upon information and belief, NESNA's processes for selling VSC's through dealerships is materially the same as to all class members.
29. **Adequacy.** Plaintiff is prepared to adequately represent the class, and has retained competent counsel to do so. No conflicts are foreseen in named Plaintiff acting on behalf of the class.
30. **Superiority.** A class action is a superior means of pursuing the claims alleged herein, because a class action: eliminates the risk of inconsistent results across various forums; renders the pursuit of these claims economical, whereas individual claims may not justify the expense of litigation; no difficulties are foreseen in maintain this action as a class action.

COUNT I
BREACH OF SERVICES CONTRACT

31. Plaintiff repeats and re-alleges all prior allegations as if set forth at length herein.
32. Count I is brought by Plaintiff for himself, and on behalf of the Class alleged more fully above.
33. The VSC is a contract between NESNA and class members under New Jersey law.

34. The VSC is a “services contract” as defined by the MMWA.
35. The terms of the VSC are valid, subsisting and enforceable contractual obligations.
36. NESNA agreed that the purchase price for each VSC sold to class members would be financed at 0% financing. Each VSC sold to class members states on the Application/Declaration “0% Financing,” and each Application/Declaration is incorporated into and made part of the VSC to which it pertains.
37. NESNA did not sell class members VSC’s at 0% financing.
38. NESNA failed to comply with its obligations to Plaintiff and class members under each respective VSC it issued.
39. NESNA is liable to Plaintiff and to NESNA Class members for breach of contract and for violating the MMWA, pursuant to 15 USC §2310(d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands relief against all defendant as follows:

- A. An order certifying the classes alleged herein and providing notice to the Class;
- B. An order appointing named Plaintiff and undersigned counsel to represent the Class alleged herein;
- C. Damages of not less than financing costs for NESNA vehicle service contracts in excess of zero percent;
- D. Declaratory and equitable relief sufficient to remedy the violations of law alleged herein;
- E. Attorneys’ fees and costs of this action, interest as allowed by law, and all such other relief as this court deems just and proper.

Jury Demand

Plaintiff demands a trial by jury on all issues subject to trial by jury.

Dated: October 01, 2018

/s/Gabriel Posner

N.J. Atty. ID 137312015

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*Attorneys for Plaintiff and those similarly
situated*

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Buyer Name and Address (Including County and Zip Code) FARTAN F. ARKUTS [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) DIFEQ NISSAN PARTNERSHIP DBA HUDSON NISSAN 585 ROUTE 440 JERSEY CITY NJ 07304
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used USED	Year 2010	Make and Model NISSAN ALTIMA	Vehicle Identification Number 1N4AL2AP3AN406299	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A
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FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment.
23.99 %	\$ 8571.47	\$ 13843.54	\$ 22415.01	\$ 23415.01

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
51	439.51	Monthly beginning 06/12/2015
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, or household use and the cash price is \$ 10,000 or less, the charge for each late payment will be \$ 10.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ <u>935.04</u> sales tax)	\$ <u>12308.04</u>
2 Total Downpayment <u>N/A</u>	
Trade-In (Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>1000.00</u>
+ Cash	\$ <u>N/A</u>
+ Other	\$ <u>1000.00</u>
(If total downpayment is negative, enter "0" and see 4J below)	\$ <u>11308.04</u>
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>11308.04</u>
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies:	
Life \$ <u>N/A</u>	\$ <u>N/A</u>
Disability \$ <u>N/A</u>	\$ <u>N/A</u>
B Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>
C Official Fees Paid to Government Agencies	
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
D Optional Gap Contract	\$ <u>500.00</u>
E Supplemental Title Fee	\$ <u>N/A</u>
F Vehicle Title Fee	\$ <u>N/A</u>
G Government Taxes Not Included in Cash Price	\$ <u>N/A</u>
H Government License and/or Registration Fees	
REG	\$ <u>51.50</u>
I Government Certificate of Title Fees	\$ <u>85.00</u>
J Other Charges (Seller must identify who is paid and describe purpose)	
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>DIFEQ NISSAN PARTNERSHIP</u> for <u>DOC FEE</u>	\$ <u>399.00</u>
to <u>SECURITY PLUS</u> for <u>POWERTRAIN</u>	\$ <u>1500.00</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ <u>2535.50</u>
5 Amount Financed (3 + 4)	\$ <u>13843.54</u>

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.

If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.

If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 51 Mos. UAC IBEX GAP Name of Gap Contract

I want to buy a gap contract.

Buyer Signs [Signature]

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank.

You are entitled to a copy of the contract at the time you sign.

Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Date 04/28/15 Co-Buyer Signs N/A Date N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner Signs N/A Address N/A Title F.I.

Seller Signs DIFEQ NISSAN PARTNERSHIP Date 04/28/15 By X

Seller assigns its interest in this contract to WESTLAKE FINANCIAL SERVICES (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller DIFEQ NISSAN PARTNERSHIP By [Signature] Title F.I.

FORM NO. 553-AJ (REV. 4/14) Page 1 of 2
©2014 The NADA Group, Inc. All rights reserved. 1-800-344-9999. See back for important information.
THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR
FIDELITY FOR PURPOSE OF THIS FORM. CONTACT YOUR OWN LEGAL COUNSEL.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay this extra cost.

I want the insurance checked above.

☒ N/A N/A

Buyer Signature [Signature] Date 04/28/15

☒ N/A N/A

Co-Buyer Signature [Signature] Date 04/28/15

Returned Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored and the law allows it.

FINANCE CHARGE AND PAYMENTS:

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
- The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest to the extent permitted by applicable law. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.
- If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund on insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you break the law, we may also take these steps against you below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum attorney's fee you will pay will be \$100 plus 10% of the excess over \$500 of the amount due when we hire the attorney.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.


Security+Plus®
VEHICLE SERVICE CONTRACT (VSC)

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

In return for your payment, NESNA* will arrange for a Nissan dealer to repair or replace all covered parts of your vehicle (see Section 4 below) when such repair or replacement is due to a "MECHANICAL BREAKDOWN", as defined below, and when all other terms and conditions of this VSC are met. The deductible which you must pay, if any, is listed in the Application/Declaration.

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

*Nissan Extended Services North America, P.O. Box 685004, Franklin, TN 37068-5004, Tel. 615-725-1000.

2 WHAT ARE MY VSC TERMS?

This VSC applies during the term shown in the Application/Declaration.

3 WHEN DOES MY COVERAGE BEGIN AND END?

New Vehicle VSCs: Coverage begins on the manufacturer's original warranty start date, with mileage beginning at zero, regardless of the vehicle age or odometer reading at the time of sale, **ALTHOUGH ANY OR ALL COMPONENTS OR PARTS MAY BE COVERED BY THE MANUFACTURER'S LIMITED WARRANTY, WARRANTY EXTENSIONS, RECALLS OR CAMPAIGNS.**

Pre-Owned Vehicle VSCs: The contract term begins on the date of purchase and current odometer reading at the time of purchase, **ALTHOUGH ANY OR ALL COMPONENTS OR PARTS MAY BE COVERED BY THE MANUFACTURER'S LIMITED WARRANTY, WARRANTY EXTENSIONS, RECALLS OR CAMPAIGNS.** The months and miles of the pre-owned contract term purchased are additive to the date and miles on the odometer at the time of purchase. This VSC continues until the expiration date or expiration mileage listed in the Application/Declaration is reached, whichever occurs first.

Odometer reading, which appears in the Application/Declaration, means the actual number of miles which the vehicle has been operated since manufacture as indicated on the vehicle's odometer, **unless the odometer is/has been broken, has been replaced or has been tampered with.** In such a situation, NESNA will calculate the total actual number of miles of vehicle operation since manufacture based on the information available. If ever the odometer is tampered with, and/or is inoperative so that the vehicle's total actual number of recorded miles of operation since manufacture cannot be accurately determined by NESNA, then this VSC will be void. Odometer reading reflects the mileage based upon the recording device and numerous factors, and may not reflect actual distance traveled.

4 WHAT DOES MY VSC COVER?

GOLD PREFERRED PLAN ONLY: This VSC covers repairs needed due to **MECHANICAL BREAKDOWN**, as defined above, for all Nissan parts and components of your vehicle except for those items described in Section 8.

SILVER PREFERRED PLAN ONLY: Covers repairs needed due to **MECHANICAL BREAKDOWN**, as defined above, for Nissan components in the following categories:

ENGINE:

Cylinder block, head(s) and all internal parts, timing gears, tensioner(s), timing chain or belt and cover(s), harmonic balancer (crankshaft pulley), manifolds and collector(s), oil pump, valve cover(s), oil pan, drive plate, flywheel ring gear and engine mounts, turbocharger housing and internal parts, turbocharger valves and actuator, radiator, fan and fan coupling, fan motor, water pump, seals, gaskets, and belts and hoses.

FUEL:

Fuel pump(s), electro injection unit, electronic fuel injection sensors, control units and injectors, throttle body injection system, fuel tank and lines, and seals and gaskets.

TRANSMISSION:

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

FRONT WHEEL DRIVE:

Final drive housing and all internal parts, constant velocity joints (slide joint spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

REAR WHEEL DRIVE AND FOUR WHEEL DRIVE:

Rear drive axle housing and all internal parts, propeller shaft(s), universal joints (journal assemblies), axle shafts, axle bearings and retainers, companion flanges, free running hubs, constant velocity joints (spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

SUSPENSION:

Strut assemblies except inserts, upper and lower control arms (links/transverse links) and bushings, tension/compression rods and bushings, stabilizer bars and bushings, connecting rods and bushings, rear arm assembly, torsion bars, upper and lower ball joints, wheel bearings and seals, knuckle spindle, hubs, king pins and bearings, coil and leaf springs, rear axle beam, and electric adjustable shock absorbers.

STEERING:

Steering gear housing(s) and all internal parts, rack and pinion assembly, power steering pump and reservoir tank, steering column main and upper shafts, steering linkages and couplings, HICAS power cylinder assembly and all internal parts, seals, gaskets, and belts and hoses.

ELECTRICAL:

Starter motor and solenoid, alternator, voltage regulator, ignition coil, distributor, ignition switch and module, transistor ignition unit, electronic spark control detonation sensor and controller, wiring harness, horn, manually and mechanically operated switches, relays, sensors, electronic instrument cluster, electronic driver information display and module (head up display unit), drive computer display, windshield wiper and washer motors, power window motors and regulators, power door locks, power seat motors, sunroof motor, power mirror motors and actuators, keyless entry (excludes immobilizer key and remote keyless entry switch assembly), automatic speed control, O.E.M. anti-theft system, computer units and sonar suspension, Nissan-supplied audio system components, Nissan-supplied mobile entertainment systems, and Nissan-supplied navigational systems.

BRAKES:

Master cylinder, vacuum assist booster, wheel cylinders, disc calipers, hydraulic valves, lines and fittings, anti-lock braking system, seals, gaskets, and belts and hoses.

NISSAN AIR CONDITIONING (ORIGINAL EQUIPMENT MANUFACTURER ONLY):

Compressor, clutch and pulley, condenser, evaporator, receiver dryer, seals and valves, temperature control programmer, blower motor, heater core, and belts and hoses.

POWERTRAIN PREFERRED PLAN ONLY: Covers repairs needed due to MECHANICAL BREAKDOWN, as defined above, for Nissan components in the following categories:

ENGINE:

Cylinder block, head(s) and all internal parts, timing gears, tensioner(s), timing chain or belt and cover(s), harmonic balancer (crankshaft pulley), manifolds and collector(s), oil pump, valve cover(s), oil pan, drive plate, flywheel ring gear and engine mounts, turbocharger housing and internal parts, turbocharger valves and actuator, radiator, fan and fan coupling, fan motor, water pump, and seals and gaskets.

TRANSMISSION:

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

FRONT WHEEL DRIVE:

Final drive housing and all internal parts, constant velocity joints (slide joint spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

FUEL:

Fuel pump(s), electro injection unit, electronic fuel injection sensors, control units, injectors, fuel tank and lines, and seals and gaskets.

REAR WHEEL DRIVE AND FOUR WHEEL DRIVE:

Rear drive axle housing and all internal parts, propeller shaft(s), universal joints (journal assemblies), axle shafts, axle bearings and retainers, free running hubs, constant velocity joints (spider assemblies), and seals and gaskets. Note: constant velocity boots are excluded from coverage.

SUSPENSION:

Strut assemblies except inserts, upper and lower control arms (links/transverse links) and bushings, tension/compression rods and bushings, stabilizer bars and bushings, connecting rods and bushings, rear arm assembly, torsion bars, upper and lower ball joints, wheel bearings and seals, knuckle spindle, hubs, king pins and bearings, front coil and leaf springs.

STEERING:

Steering gear housing(s) and all internal parts, rack and pinion assembly, power steering pump, steering column main and upper shafts, steering linkages and couplings, HICAS power cylinder assembly and all internal parts, and seals and gaskets.

ELECTRICAL:

Starter motor and solenoid, alternator, voltage regulator, ignition coil, distributor, ignition switch and module, transistor ignition unit, electronic spark control detonation sensor and controller, wiring harness, horn and windshield wiper motor.

BRAKES:

Master cylinder, vacuum assist booster, wheel cylinders, disc calipers, hydraulic valves, lines and fittings, and seals and gaskets.

NISSAN AIR CONDITIONING (ORIGINAL EQUIPMENT MANUFACTURER ONLY):

Compressor, clutch and pulley, condenser, evaporator, receiver dryer, and seals and valves.

Only those specific parts listed in this VSC are covered.

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

DEDUCTIBLE:

Repairs for components covered under this VSC are subject to the deductible listed in the Application/Declaration, per visit.

REPLACEMENT PARTS:

Replacement of any part will be made with a new or remanufactured Genuine Nissan or Nissan-approved replacement part in use at the time of repair. The replacement part may differ from the original part.

CAR RENTAL REIMBURSEMENT (GOLD PREFERRED AND SILVER PREFERRED PLANS ONLY):

If you require alternate transportation due to the MECHANICAL BREAKDOWN of a covered part, then this VSC will provide reimbursement for the actual expenses of substitute transportation up to \$35 per day, to a maximum of five (5) days, and \$175 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
24.1 - 32.0 Hours	5	up to \$175

EMERGENCY ROADSIDE ASSISTANCE* BENEFITS

Your Security+Plus Preferred Vehicle Protection Plan 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 for: battery boost (jump-start); flat tire change (with your good spare); out-of-gas delivery (maximum \$5); and lock-out assistance, up to a maximum of \$100 per claim. Battery boost and gas delivery does not apply to Nissan LEAF; see enhanced towing assistance for Nissan LEAF below.

- TOWING (GOLD PREFERRED AND SILVER PREFERRED PLANS ONLY)**

If your vehicle requires towing due to the MECHANICAL BREAKDOWN of a covered part, then this VSC will provide reimbursement for the actual towing expense incurred in towing it to the nearest participating Nissan dealer, not to exceed \$100 per claim. For Nissan LEAF, towing is covered via flatbed tow truck in the sole discretion of NESNA to: 1) the VSC holder's home for charging, 2) an independent charging facility, 3) the closest authorized Nissan Certified Electric Vehicle dealership for charging or repair, or 4) the VSC holder's choice of a Nissan Certified Electric Vehicle dealership within 50 miles beyond the nearest Nissan Certified Electric Vehicle dealership for charging or repair. The \$100 limit does not apply to Nissan LEAF.

- TRIP INTERRUPTION BENEFITS (GOLD PREFERRED AND SILVER PREFERRED PLANS ONLY)**

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 VSC will provide coverage for trip interruption, not to exceed \$500 per claim.

**FOR 24-HOUR ROADSIDE ASSISTANCE CALL 800-225-2476
(GT-R owners call 866-668-1GTR; LEAF owners call 800-801-6161)**

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

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

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

- 5.1 It is your responsibility to protect the vehicle against any further damage.
- 5.2 Return the vehicle to the selling dealer if possible, or the nearest participating Nissan dealer.
- 5.3 Provide this VSC to the repairing dealer to obtain coverage afforded.
- 5.4 Provide proof of maintenance to the repairing dealer, as applicable (refer to section 7).
- 5.5 Pay the deductible shown, if any, in the Application/Declaration. All other costs relating to excluded items will be the responsibility of the holder of this VSC.
- 5.6 If emergency repairs are required and performed outside of normal business hours, then please contact 800-647-7261 the next business day.

6 WHAT IF I NEED ASSISTANCE LOCATING A NISSAN REPAIR FACILITY?

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

7 WHAT ABOUT MAINTENANCE AND RECORD-KEEPING?

You are responsible for properly using, maintaining and caring for your vehicle as outlined in the Scheduled Maintenance section of your Nissan Owner's Manual. Evidence of the performance of the required maintenance must be kept and presented as proof of such maintenance in connection with related repairs covered by this VSC. 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.**

8 WHAT IS NOT COVERED BY MY VSC?

- 8.1 Nissan Electric Vehicle lithium-ion battery (your 8-year/100,000-mile Original Equipment Manufacturer (OEM) factory battery warranty still applies. See the Warranty Information Booklet for complete details, terms and conditions). **POWERTRAIN PREFERRED PLAN ONLY:** All items above, plus the following: 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 VSC. Any and all electric and hybrid vehicle systems/components, including but not limited to high voltage (HV) components (including batteries and cells), hybrid transmission, powertrain control systems: inverters, converters, motors, generators, battery chargers, HV PCUs and PCMs, and regenerative braking systems.
- 8.2 Paint, exhaust system, carpet, glass, upholstery, soft trim, weatherstripping, convertible soft top fabric and liner, moldings, bright metal, clutch disc, pressure plate and throw out bearing (manual transmission), air bags and any related sensors and modules, conversion of the air conditioning system to operate on R134, battery and cables, lenses and bulbs, tires, brake drums, disc brake rotors, wheels, strut inserts, shock absorbers, squeaks, rattles, water leaks, wind noise, constant velocity boots (Silver Preferred and Powertrain Preferred Plans), immobilizer key, and remote keyless entry switch assembly. Daytime running light system, swivel headlight system, headlamp/taillamp assemblies, center high-mounted stoplamp assembly and their bulbs/LEDs. **POWERTRAIN PREFERRED PLAN ONLY:** All items above, plus the following: Any and all in-vehicle communications systems/and/or mobile entertainment systems, navigational systems, audio system components, and belts and hoses.
- 8.3 Maintenance service expenses specified in your Owner's Manual such as: engine tune-up, wheel balance and alignment, spark plug and wire replacement/adjustment, timing belt replacement, fluid and lubricant replacement/replenishment, wiper blade replacement, headlight aiming, filter replacement, and brake pad and shoe replacement.
- 8.4 Any repairs relating to loss of performance caused by normal wear and tear unless an actual **MECHANICAL BREAKDOWN** occurs.
- 8.5 Any failures due to damage resulting from: accident, fire, theft, water damage, freezing, vandalism, explosion, natural disaster, acts of God, physical damage, or any other outside influences.
- 8.6 Any failures resulting from:
 - Lack of normal maintenance as specified in your vehicle Owner's Manual
 - 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, including but not limited to altering/tampering with any computer, control unit or electronic modules.
 - 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
- 8.7 Any failures due to rust or corrosion, regardless of cause.
- 8.8 Any failures caused by racing and/or competitive driving of any sort whatsoever, and/or use on a track or driving on any closed course; or operation of the vehicle not in compliance with the vehicle's Owners Manual / Warranty Information Booklet.
- 8.9 Service adjustments not usually associated with the replacement of parts.
- 8.10 Any incidental or consequential damages such as loss of the use of the vehicle, storage charges, inconvenience or commercial loss.
- 8.11 Any vehicle with an inoperative or altered speedometer and/or odometer so that the actual mileage of the vehicle cannot be determined.
- 8.12 Any vehicle used for commercial uses (such as taxi, limousine, rental, snow plow, etc.).
- 8.13 Any expense that is covered by your New Vehicle Warranties, parts warranties, or other VSCs.

8.14 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.

8.15 This VSC, and all coverages described herein, does not apply to any vehicle which has ever been:

- the subject of a "salvage" or similar title under any state's law, or
- "totaled" by a licensed insurance company; that is, been the subject of any insurance company's cash payment of claim in lieu of repairs because of a determination that the cost of repairs exceeded the actual cash value of the vehicle. If this VSC is written on such a vehicle, then the full amount of NESNA's liability under this VSC is limited to a refund from NESNA of the amount paid to NESNA for this VSC.

8.16 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 VSC, whether or not related to the PARTS COVERED by this VSC.

8.17 Any vehicle not distributed by Nissan North America, Inc.

8.18 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 VSC IS AS FOLLOWS: TOTAL ACCUMULATIVE CLAIMS DURING THE TERM OF THIS VSC SHALL NOT EXCEED THE PRIVATE PARTY VALUE OF THE VEHICLE AS LISTED BY KELLEY BLUE BOOK® IMMEDIATELY PRECEDING THE LOSS DUE TO THE MOST CURRENT CLAIM.

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

9 LEGAL DEFINITIONS OF MY VSC

THIS VSC IS NOT A WARRANTY, AN EXTENSION OF A NEW VEHICLE WARRANTY, OR AN IMPLIED OR GENERAL WARRANTY AND IT IS NOT A CONDITION OF THE SALE OR FINANCING OF THE VEHICLE. This VSC is a "Service Contract" as defined in federal law. (See 15 USCS SEC. 2301 (8).) BY ENTERING INTO THIS VSC, YOU DO NOT WAIVE ANY APPLICABLE WARRANTIES. Be sure to read this VSC carefully so that you understand the difference in coverage between your Warranties and this VSC. FURTHER, you are advised that there are various state and federal laws that protect your interests 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 ARE THERE ANY OPTIONS/EXCLUSIONS TO MY VSC?

Specific requirements apply to VSCs sold in the following states:

Alabama: Cancel: Fee is \$25. Obligations of NESNA under this VSC are backed by the full faith and credit of the provider.

Arizona: Cancel: Fee is \$25. CONTRACTS CANNOT BE CANCELLED OR COVERAGE VOIDED FOR THE FOLLOWING REASONS: 1) PRE-EXISTING CONDITIONS; 2) PRIOR USE OR THE ODOMETER HAS BEEN TAMPERED WITH PRIOR TO YOUR PURCHASE OF THE VEHICLE; 3) MISREPRESENTATION BY EITHER THE MOTOR VEHICLE DEALER OR ITS SUBCONTRACTORS; 4) INELIGIBILITY FOR THE PROGRAM INCLUDING GRAY MARKET AND HIGH PERFORMANCE AUTOS.

Transfer: Fee is \$25. Your refund will not be reduced by claims cost.

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 Consumer Affairs Division (toll-free number 800-325-2548 or email to consumer@id.state.az.us).

Under Section 8, items 8.1, 8.15 and 8.17 do not apply.

THIS VSC IS EFFECTIVE AS OF THE EFFECTIVE DATE SHOWN ABOVE, AND ITS TIME AND MILEAGE LIMITS BEGIN TO RUN AS OF THIS DATE, EVEN THOUGH ANY COMPONENTS OR PARTS COVERED BY THE MANUFACTURER'S LIMITED WARRANTY ARE NOT COVERED BY THIS VSC UNTIL EXPIRATION OF SUCH WARRANTY.

California: Nissan Extended Services North America, GP, P.O. Box 685004 (A-6-G), Franklin, TN 37068-5004, Tel. 615-725-1000, CA VSC License #0E81392.

NESNA is the sole obligor under this VSC and is solely responsible for payment of or reimbursement for all covered claims. If any promise made in this VSC has been denied or has not been honored within 60 days after your request, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

In consideration of the provisions and stipulations of this VSC together with such other provisions, stipulations and agreements as may be added thereto, it is agreed that the lienholder listed in the Application/Declaration shall be provided coverage under such VSC to the extent of its financial interest in the covered vehicle. This VSC is a "Service Contract" as defined in federal law (see CIC 12800 et seq.). Replace all references to 'MECHANICAL BREAKDOWN' with 'DEFECT IN MATERIALS OR WORKMANSHIP'.

Cancel: You or a person authorized by you may cancel this VSC 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 Application/Declaration.

(a) NESNA and/or the Lienholder may cancel this VSC within sixty (60) days under the following conditions:

- (1) Notice of cancellation is mailed to you postmarked before the 61st day after the date the contract was sold by the selling dealer.
- (2) NESNA and/or the Lienholder provides you with a refund equal to the full purchase price stated in this VSC within thirty (30) days from the date of cancellation. However, if NESNA has paid a claim, or has advised you in writing that it will pay a claim, it may provide a pro rata refund, less the amount of any claims paid prior to cancellation. In addition, a cancellation fee of \$25 or 10% of the retail price, whichever is lesser, applies for consumer-initiated cancellations after 60 days for new vehicle plans and 30 days for used vehicle plans, regardless of whether a claim is filed.
- (3) This VSC ceases to be valid no less than five days after the postmark date of the notice.
- (4) The notice states the specific grounds for the cancellation.

(b) NESNA and/or the Lienholder may at any time cancel this VSC if: a) your vehicle is a total loss or repossessed, b) your odometer has been stopped or changed during the term of this VSC, c) the registered vehicle has been used in any manner not covered by this VSC, or d) nonpayment by you, conditioned upon each of the following:

- (1) Notice of cancellation is mailed to you.
- (2) If any refund is owed pursuant to Section 1794.41 of the Civil Code, the refund is paid within 30 days of the date of cancellation.
- (3) This VSC ceases to be valid no less than five days after the postmark date of the notice.
- (4) The notice states the specific grounds for the cancellation.

(c) NESNA and/or the Lienholder may at any time cancel this VSC for material misrepresentation or fraud by you, conditioned upon each of the following:

- (1) Notice of cancellation is mailed to you
- (2) A pro rata refund of the purchase price stated on the VSC is paid within 30 days of the date of cancellation.
- (3) The notice states the specific nature of the misrepresentation.

(d) If NESNA cancels this VSC it is liable for any claim reported to NESNA if the claim is reported prior to the effective date of cancellation and is covered by this VSC. For the purpose of this subdivision, you are deemed to have reported a claim if you have completed the first step required under this VSC for reporting a claim.

(e) If NESNA cancels this VSC pursuant to subdivision (b), (c), or (d) and pays a claim, or has advised you in writing that it will pay a claim, NESNA may pay a pro rata rather than full refund, less the amount of any claims paid prior to cancellation.

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

Transfer: Fee is \$25.

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

Connecticut: In the event of a dispute regarding the terms of this VSC, 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 VSC. Should a VSC expire while a vehicle is at a NESNA authorized repair facility for a covered repair, NESNA will complete the repair [began prior to the expiration of the VSC (based on the repair order open date).]

Florida: Nissan Security+Plus is administered by Nissan Extended Services North America, Inc., License #60128. The retail price charged for this VSC is not regulated by the Florida Office of Insurance Regulation.

Cancel: If the VSC is cancelled within sixty (60) days from the date of purchase, then you will receive a full refund less any claims paid. If the VSC is cancelled after sixty (60) days, then the refund will be calculated as follows: If the VSC 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 VSC holder, and not to exceed \$25. If you cancel the VSC, 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 VSC holder, and not to exceed \$25. NESNA remains responsible for full refunds to you on cancelled VSCs. Your salesperson or agent is responsible for the refund of their unearned pro rata commission.

Transfer: Fee is \$40.

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

This VSC shall be non-cancelable by NESNA except for fraud, material misrepresentation or failure to pay the consideration due therefore. If you cancel this VSC, NESNA shall refund the excess of the consideration paid for this VSC above the customary short rate for the expired term of the VSC. Your refund will not be reduced by the amount of the claim.

Under Section 11, the last line in the third paragraph is deleted.

Idaho: Obligations of NESNA under this VSC provider are guaranteed under a VSC reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the VSC holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 800-358-8885. Coverage afforded under this motor VSC is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: The cancellation fee is \$50 or 10% of the retail price, whichever is lesser. NESNA is the sole obligor under this VSC and is a) the party responsible for honoring cancellation requests, and b) solely responsible for payment of or reimbursement for all covered claims.

Indiana: This service contract is not insurance and is not subject to Indiana insurance law. Obligations of NESNA under this VSC provider are guaranteed under a VSC reimbursement insurance policy. Should NESNA fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the VSC holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 1-866-306-6694. Proof of payment to NESNA shall be considered proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures NESNA's obligation.

Iowa: NESNA is the sole obligor under this VSC and is solely responsible for payment of or reimbursement for all covered claims. Consumers requesting additional information pertaining to this VSC may contact the Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738, Tel. 515-281-5705.

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

Louisiana: Under Section 11, the phrases "provided you have not filed a claim" and "if you have filed a claim" are deleted.

Maine: Your vehicle is covered under an express dealer warranty for thirty (30) days. The coverage provided under your VSC begins upon the expiration of:

1. The thirty-day dealer express warranty period.
2. The New Vehicle Limited Warranty, if any.

Maryland: The VSC 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 VSC Administrator. Obligations of NESNA under this VSC are guaranteed under a VSC 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 VSC holder is entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. (800) 358-8885. If You request cancellation of this contract, and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, then a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

Minnesota: This VSC is administered by Nissan Extended Services North America, who is obligated to perform under this VSC. The obligations of NESNA under this VSC are guaranteed under a motor vehicle mechanical reimbursement policy underwritten by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157.

Section 8 is amended to read: 8.11 Any coverage under this VSC if the information provided by the purchaser of this VSC is later discovered by NESNA to have been either false or clearly misleading in the submission of a claim. In Section 7, add "Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. All coverage provided for your vehicle under this motor VSC shall exclude coverage currently in force under any express warranty providing the same coverage for such vehicle as outlined above."

Section 11 is amended to include the following: NESNA shall mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation.

Mississippi: This VSC is administered by Nissan Extended Services North America, who is obligated to perform under this VSC. The obligations of NESNA under this VSC are guaranteed under a motor vehicle mechanical reimbursement policy underwritten by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. Section 11 is amended to include the following: NESNA shall mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation.

Missouri: Obligations of the provider under this VSC are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a VSC reimbursement insurance policy. Nissan Security+Plus is administered by Nissan Extended Services North America, Inc., P.O. Box 685004 (A-6-G), Franklin, TN 37068-5004, Tel. 615-725-1000.

Nebraska: The obligations of NESNA under this VSC are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. Please call 1-866-306-6694 for instructions.

New Hampshire:

1. Replacement of any part may be made with a part of like kind or quality.
2. For terms, conditions and exclusions regarding what is not covered under this VSC, see the appropriate section of the VSC.
3. This VSC covers the specific components set forth therein upon expiration of the manufacturer's warranty.

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

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

New York: Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. VSC holders have the right to return their VSC, pursuant to Sections 7905(n) and 7903(e) of Article 79 of the state Insurance Law. This VSC contains a termination provision requiring the VSC provider to mail written notice to the consumer at least 15 days prior to cancellation by the VSC provider, unless the termination is for nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by the consumer, pursuant to Section 7905(k) of the state Insurance Law.

North Dakota: Nissan Security+Plus is administered by Nissan Extended Services North America, Inc., P.O. Box 685004 (A-6-G), Franklin, TN 37068-5004, Tel. 615-725-1000.

Oregon: NESNA is the sole obligor under this VSC and is solely responsible for all covered claims. All VSCs issued by NESNA, Inc. are guaranteed by its parent company, NESNA, GP, P.O. Box 685004 (A-6-G), Franklin, TN 37068-5004, Tel. 615-725-1000. Your refund may be requested and obtained directly from NESNA, or requested from the selling dealer for distribution from the dealer or directly from NESNA.

South Carolina: Obligations of NESNA under this VSC are backed by the full faith and credit of the provider. Consumers requesting additional information or in the event of a problem that cannot be resolved with NESNA may contact the South Carolina Department of Insurance, Office of Special Services, P.O. Box 100105, Columbia, SC 29202-3105, Tel. 800-768-3467.

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

Consumers requesting additional information or in the event of a problem that cannot be resolved with NESNA may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Tel. 800-803-9202.

Utah: Obligations of NESNA under this VSC are guaranteed under a VSC 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, FL 33157, Tel. 800-358-8885.

This VSC is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 801-538-3800. Coverage afforded under this VSC is not guaranteed by the Property and Casualty Guaranty Association. Under Section 5, insert:

- "If emergency repair is required and performed outside of normal business hours, call 800-647-7261 the next business day, or as soon as reasonably possible, to submit a request for reimbursement. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. NESNA will determine if the MECHANICAL BREAKDOWN is related to a component covered by this VSC and will reimburse you in accordance with this VSC."

Under Section 11, replace "if: a) your vehicle is a total loss or repossessed, or b) your odometer has been stopped or changed during the term of this VSC, or c) the registered vehicle has been used in any manner not covered by this VSC" with "due to material misrepresentation; substantial change in the risk assumed, unless NESNA should reasonably have foreseen the change or contemplated the risk when entering into the contract; and substantial breaches of contractual duties, conditions, or warranties."

Under Section 11, insert third paragraph to read: "If your policy is cancelled for any of the reasons stated above except for nonpayment of premium, the cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to you. If your policy is cancelled due to nonpayment of premium, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to you." At the time of purchase of this VSC, the following options for payments are made available to you:

- 1) Single payment
- 2) 0% Financing
- 3) Financing through a lienholder.

Washington: This VSC is not an insurance contract.

Trip interruption: The state of Washington requires that an insurance company underwrite trip interruption benefits, so Cross Country Motor Club has engaged Old Republic Insurance Company. Claims are to be submitted to Cross Country for routine handling, but after sixty (60) days from your filing a proof of loss, you are entitled to also submit a claim directly to Old Republic Insurance Company - Tulsa Branch, 8282 South Memorial Drive, Tulsa, OK 74133, Tel. 918-307-1000.

Definitions:

Motor vehicle/vehicle means any vehicle subject to registration under Chapter 46.16 RCW described in the **Application/Declaration** that is covered under this **VSC**.

Provider Fee/Single Payment Contract Sales Price means the consideration paid by the consumer for the **VSC**.

Reimbursement Insurance Policy means a policy of insurance issued by American Bankers Insurance Company of Florida issued to **NESNA**.

VSC means a **Service Contract/Service Agreement** which You have purchased for the **Motor Vehicle/Vehicle** described in the **Application/Declaration**.

VSC Holder/You/Your means the person who is the purchaser or holder of the **VSC** as shown in the **Application/Declaration**.

VSC Provider means NESNA, who is contractually obligated to the **VSC Holder** under the terms of the **VSC**.

Cancel: You may submit a cancellation request directly to your selling dealer, NESNA, or to the insurer of the reimbursement insurance policy. Fee is \$25. A ten percent penalty shall be added to any refund that is not paid within thirty days of return receipt of the VSC to the provider.

Transfer: Fee is \$25. After the first 60 days, NESNA may not cancel the VSC and is fully obligated under the terms of the VSC. The State of Washington is the jurisdiction of any civil action in connection with a motor VSC. The State of Washington commissioner is the VSC provider's attorney to receive service of legal process in any action, suit or proceeding in any court. The implied warranty merchantability on the covered vehicle is not waived if the VSC has been purchased within ninety 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 the VSC holder's failure to properly maintain the vehicle, unless the failure to maintain the vehicle involved the failed part or parts. NESNA's obligations under this VSC are guaranteed under a motor vehicle

mechanical reimbursement insurance policy, Policy Number SFN-68-WA-1, issued to NESNA by American Bankers Insurance Company of Florida. We encourage you to submit your proof of loss directly to NESNA at P.O. Box 685009 (P-3-B), Franklin, TN 37068-5009 or by calling 800-888-5245. The claimant also has the option to submit a claim in writing to the insurer, American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 800-852-2244.

Wisconsin: Obligations of NESNA under this VSC are guaranteed under a VSC 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, the VSC holder you are entitled to make a claim directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Tel. 800-358-8885.

THIS 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 you from obtaining preauthorization, NESNA will not deny a claim based solely on the lack of preauthorization.

Section 3 is amended as follows: A claim will not be denied for failure of the repair facility to submit invoices to NESNA within ninety (90) days of the completion of the authorized repairs.

Section 11 is amended as follows: NESNA may not charge you a cancellation fee greater than 10% of the VSC purchase price. If your vehicle is repossessed, stolen or declared a total loss, you authorize the lender, if any, to cancel this VSC. 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. 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. If you cancel your contract after having filed a claim, or 60 or more days after purchasing your contract, then your refund will be based on the lesser of the unused percentage of either time or mileage purchased. For example, if you purchased an 84-month/100,000-mile contract and canceled it at 48 months/60,000 miles, then the unused portion of your time would be 36 months, or 43%, and the unused portion of your mileage would be 40,000 miles, or 40%. As a result, if you paid \$1,000 for your contract, then your refund would be 40% (the lesser of the unused percentage of either time or mileage purchased), or \$400, less the aforementioned cancellation fee.

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

Under Section 11, the following state requirements apply: If this VSC was financed and no proof of payoff is submitted, then the refund will be paid to the purchaser and the lienholder as an additional payee. Lienholders may cancel this VSC only if your vehicle is a total loss or repossessed.

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

11 HOW DO I CANCEL MY VSC?

You or a person authorized by you may cancel this VSC 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.

NESNA and/or the Lienholder may cancel this VSC if: a) your vehicle is a total loss or repossessed, or b) your odometer has been stopped or changed during the term of this VSC, or c) the registered vehicle has been used in any manner not covered by this VSC. If this VSC is cancelled within sixty (60) days from the VSC effective date, then you will receive a full refund provided you have not filed a claim. If you have filed a claim or if this VSC 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 Section 10) will be deducted from the refund.

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

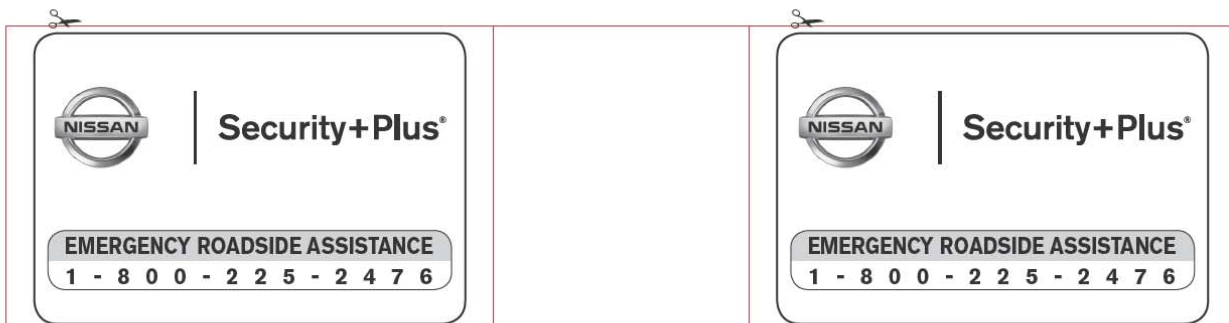
For questions, please contact your selling dealer or call 1-800-NISSAN1.

12 HOW DO I TRANSFER MY VSC?

This VSC is for the benefit of the Purchaser, and applies only to the vehicle listed in this VSC. However, this VSC 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, then 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 in Section 10), payable to NESNA, is included with the transfer request. Payment may be by check or money order.

An updated VSC will be sent to the subsequent owner after NESNA's receipt and successful processing of all requested material.



RC0412 - GOLD PREFERRED
RB0412 - SILVER PREFERRED
RA0412 - POWERTRAIN PREFERRED
11/12/1112

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

NESNA
P.O. BOX 685004 (A-6-G)
FRANKLIN, TN 37068-5004

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

- Transfer fee, by personal check or money order, payable to 'Nissan Extended Services North America' or 'NESNA'. Refer to Section 12 for transfer fee information.
 - Copies of complete maintenance records indicating the vehicle has been maintained in accordance with the manufacturer's recommendations OR inspection of the vehicle by a Nissan dealer and completion of a Vehicle Inspection Report (inspection at owner's expense)
 - Change of Ownership documents (at least one of the following: copy of title, registration application, Bill of Sale, and signed Odometer Statement on that date)
 - Current VSC holder's signature on the transfer request form OR copy of Power of Attorney and signature of that person who is authorized to sign for the current VSC holder
 - Current and new VSC holder signatures
 - Transfer date and mileage
- Your transfer request must include the following:

Signature of New Owner: _____ Date: _____
Signature of Former Owner: _____ Date: _____

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

City: _____ State: _____ Zip: _____
Transferred to: _____ Address: _____
Zip: _____ Phone: _____ Date of Transfer: _____ Odometer at Transfer: _____
Address: _____ City: _____ State: _____

13 TRANSFER CERTIFICATE

<p>EMERGENCY ROADSIDE ASSISTANCE 1 - 8 0 0 - 2 2 5 - 2 4 7 6</p> <p>Contract #: VSC10300661</p> <p>VIN #: 1N4AL2AP3AN406299</p> <p>Security+Plus</p> <p>NISSAN</p>	<p>Applicable only if your contract(s) include Emergency Roadside Assistance (ERA) benefits. Please take a moment to find your VIN & contract numbers on the Application/Declaration page and write them on these cards one ERA card and keep in your wallet, purse or glove box in the unlikely event you need ERA for your covered vehicle.</p>	<p>EMERGENCY ROADSIDE ASSISTANCE 1 - 8 0 0 - 2 2 5 - 2 4 7 6</p> <p>Contract #: VSC00300661</p> <p>VIN #: 6N2902M3AM2106299</p> <p>Security+Plus</p> <p>NISSAN</p>
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NESNA000011



Security+Plus® VEHICLE SERVICE CONTRACT (VSC)

APPLICATION/DECLARATION

DEALER		NISSAN EXTENDED SERVICES NORTH AMERICA P.O. BOX 685004 FRANKLIN, TN 37068-5004		VEHICLE		
DEALER NUMBER				VEHICLE YEAR 2010	MAKE NISSAN	MODEL ALTIMA
DEALER NAME DIFEO NISSAN PARTNERSHIP DBA HUDSON NISSAN				VEHICLE ID NUMBER (17-DIGIT VIN) 1N4AL2AP3AN406299		
CITY 585 ROUTE 440 JERSEY CITY NJ 07304		CONTRACT NUMBER R 08054338				
PHONE (201) 435-2003						
APPLICANT				LIENHOLDER OR SERVICE PAYMENT PLAN (% FINANCING)		
LAST NAME ARKLISS FIRST FABIAN E M.I.				NAME WESTLAKE FINANCIAL SERVICES		
STREET / P.O. BOX ADDRESS [REDACTED]				STREET / P.O. BOX ADDRESS 4751 WILSHIRE BLVD SUITE 100		
CITY [REDACTED] STATE [REDACTED] ZIP CODE [REDACTED]		CITY LOS ANGELES CA 90010 STATE [REDACTED] ZIP CODE [REDACTED]				
A.M. PHONE (201) 688-4050		P.M. PHONE (201) 640-6534		APPLICANT EMAIL		
PRODUCT TYPE		CURRENT ODOMETER READING		DATE YOU PURCHASED VEHICLE		
<input checked="" type="checkbox"/> RS		49716		MONTH DAY YEAR		
DEDUCTIBLE		VSC PURCHASE PRICE				
N) <input type="checkbox"/> \$0 C) <input checked="" type="checkbox"/> \$100		1500.00		04 28 2015		

NEW VEHICLE PLANS

(Time begins on manufacturer's original warranty start date, and Mileage begins at zero)

<input type="checkbox"/> GOLD PREFERRED (RC) (Contract Type C)			<input type="checkbox"/> SILVER PREFERRED (RB) (Contract Type B)		<input type="checkbox"/> POWERTRAIN PREFERRED (RA) (Contract Type A)
J) <input type="checkbox"/> 24 months/40,000 miles	A) <input type="checkbox"/> 48 months/60,000 miles	E) <input type="checkbox"/> 72 months/100,000 miles	I) <input type="checkbox"/> 60 months/75,000 miles	7) <input type="checkbox"/> 84 months/120,000 miles*	
K) <input type="checkbox"/> 36 months/40,000 miles	4) <input type="checkbox"/> 48 months/120,000 miles*	O) <input type="checkbox"/> 84 months/70,000 miles	C) <input type="checkbox"/> 60 months/100,000 miles	8) <input type="checkbox"/> 96 months/100,000 miles	
G) <input type="checkbox"/> 36 months/45,000 miles	B) <input type="checkbox"/> 60 months/60,000 miles	F) <input type="checkbox"/> 84 months/100,000 miles	D) <input type="checkbox"/> 72 months/75,000 miles	9) <input type="checkbox"/> 96 months/120,000 miles*	
H) <input type="checkbox"/> 36 months/60,000 miles	I) <input type="checkbox"/> 60 months/75,000 miles	7) <input type="checkbox"/> 84 months/120,000 miles*	E) <input type="checkbox"/> 72 months/100,000 miles		
L) <input type="checkbox"/> 39 months/39,000 miles	C) <input type="checkbox"/> 60 months/100,000 miles	8) <input type="checkbox"/> 96 months/100,000 miles	O) <input type="checkbox"/> 84 months/70,000 miles		
M) <input type="checkbox"/> 39 months/49,000 miles	5) <input type="checkbox"/> 60 months/120,000 miles*	9) <input type="checkbox"/> 96 months/120,000 miles*	F) <input type="checkbox"/> 84 months/100,000 miles		
V) <input type="checkbox"/> 48 months/48,000 miles	D) <input type="checkbox"/> 72 months/75,000 miles				

* 120,000-mile plans and Powertrain Preferred plans not available for Nissan LEAF

PRE-OWNED VEHICLE PLANS

(Time begins on vehicle purchase date, and Mileage is added to vehicle's current odometer reading)

<input type="checkbox"/> GOLD PREFERRED (RG) (Contract Type G)		<input type="checkbox"/> SILVER PREFERRED (RN) (Contract Type N)		<input checked="" type="checkbox"/> POWERTRAIN PREFERRED (RL) (Contract Type L)	
Eligible: 0-40,000 miles on odometer	Eligible: 40,001-50,000 miles on odometer	Eligible: 50,001-60,000 miles on odometer	Eligible: 60,001-75,000 miles on odometer		
L) <input type="checkbox"/> 12 months/12,000 miles	T) <input type="checkbox"/> 12 months/12,000 miles	P) <input type="checkbox"/> 12 months/12,000 miles	V) <input type="checkbox"/> 12 months/12,000 miles		
M) <input type="checkbox"/> 24 months/24,000 miles	U) <input checked="" type="checkbox"/> 24 months/24,000 miles	Q) <input type="checkbox"/> 24 months/24,000 miles	Z) <input type="checkbox"/> 24 months/24,000 miles		
N) <input type="checkbox"/> 36 months/36,000 miles	W) <input type="checkbox"/> 36 months/36,000 miles	X) <input type="checkbox"/> 36 months/36,000 miles	3) <input type="checkbox"/> 36 months/36,000 miles		
S) <input type="checkbox"/> 48 months/48,000 miles	W) <input type="checkbox"/> 48 months/48,000 miles	4) <input type="checkbox"/> 48 months/48,000 miles	Eligible: 75,001-100,000 miles on odometer		
J) <input type="checkbox"/> 60 months/60,000 miles	5) <input type="checkbox"/> 60 months/60,000 miles	7) <input type="checkbox"/> 60 months/60,000 miles	R) <input type="checkbox"/> 12 months/12,000 miles		
6) <input type="checkbox"/> 72 months/80,000 miles			2) <input type="checkbox"/> 24 months/24,000 miles		

CUSTOMER ACKNOWLEDGEMENT

New Vehicle VSCs: Coverage begins on the manufacturer's original warranty start date, with mileage beginning at zero, regardless of the vehicle age or odometer reading at the time of sale, ALTHOUGH ANY OR ALL COMPONENTS OR PARTS MAY BE COVERED BY THE MANUFACTURER'S LIMITED WARRANTY, WARRANTY EXTENSIONS, RECALLS OR CAMPAIGNS.

Pre-Owned Vehicle VSCs: The contract term begins on the date of purchase and current odometer reading at the time of purchase, ALTHOUGH ANY OR ALL COMPONENTS OR PARTS MAY BE COVERED BY THE MANUFACTURER'S LIMITED WARRANTY, WARRANTY EXTENSIONS, RECALLS OR CAMPAIGNS. The months and miles of the pre-owned contract term purchased are additive to the date and miles on the odometer at the time of purchase. The VSC continues until the expiration date or expiration mileage listed in the Application/Declaration is reached, whichever occurs first.

Nissan Extended Services North America (NESNA) reserves the right to accept, correct, modify or refuse any VSC Application/Declaration. 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. NESNA reserves the right to reject any application or contract for any reason at its discretion upon return of the full amount paid.

☐ **WA Residents:** By initialing this box, YOU acknowledge that YOU have received the attached VSC which contains information on material conditions that YOU must meet to maintain coverage, including, but not limited to: the maintenance schedule to which YOU must adhere; the requirement to document repair and maintenance work; the procedures for filing claims; the work and parts covered by the VSC; the time and mileage limitations; the exclusions of coverage; the right to return the VSC for a full refund; the implied warranty of merchantability of the motor vehicle is not waived if the VSC has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by the VSC. Nissan Security+Plus is administered by Nissan Extended Services North America, GP.

I agree that my VSC is being issued in accordance with the information contained in this Application/Declaration and is subject to the terms and conditions stated therein. I understand that purchase of this VSC is not required in order to purchase or obtain financing for a motor vehicle.

I agree that maintenance of the above-described vehicle, in accordance with factory standards in the Owner's Manual, is a condition precedent to the coverage under this VSC. A deductible, if applicable, applies per visit where a covered component is repaired. Please review the attached VSC before signing this Application/Declaration. Please call 1-800-NISSAN-1 if you have any questions.

X

APPLICANT'S SIGNATURE

04/28/2015
DATE

X

AUTHORIZED DEALER'S SIGNATURE

04/28/2015
DATE