

For Prior Authorization: 844-881-4773 | For Roadside Assistance: 855-550-9555 | For Customer Service: 844-881-4774

**CUSTOMER INFORMATION**

Last Name	First Name	Middle Initial
Street Address		Apt #
City	State	ZIP Code
Primary Phone Number	Secondary Phone Number	E-mail Address

**COVERED VEHICLE INFORMATION**

Make	<b>PORSCHE</b>	Model	Trim	Model Year
Vehicle Identification Number (VIN)		Current Odometer Reading at Time of Purchase/Lease		
<input type="checkbox"/> New Vehicle	<input type="checkbox"/> CPO Vehicle	<input type="checkbox"/> Pre-Owned Vehicle	Vehicle Purchase Price \$	Manufacturer's Original In Service Date

**DEALER INFORMATION**

Dealer Number	Dealer Name		
Street Address			
City	State	ZIP Code	Dealer Phone Number

**LENDER/LESSOR INFORMATION**

Lender/Lessor Name		
Street Address		
City	State	ZIP Code

**VEHICLE SERVICE PROTECTION AGREEMENT INFORMATION**

Agreement Coverage Term (in months/miles)	/	Coverage Plan: <input type="checkbox"/> Powertrain <input type="checkbox"/> Platinum
Eligibility: <input type="checkbox"/> In Warranty <input type="checkbox"/> Out of Warranty	• In Warranty plan expiration is measured in time/miles from the Mfg.'s Original In-Service Date and zero (0) miles. • Out of Warranty plan expiration is measured in time/miles from the Agreement Purchase Date and the Current Odometer Reading.	
Agreement Purchase Date	Agreement Retail Price \$	
Deductible: <input type="checkbox"/> \$100 Disappearing <input type="checkbox"/> \$250	• If no deductible is selected, the \$100 Disappearing deductible will apply.	

**THE PURCHASE OF THIS VEHICLE SERVICE PROTECTION AGREEMENT IS OPTIONAL, AND WILL NOT BE A FACTOR IN THE PURCHASE/LEASE PROCESS OR THE CREDIT APPROVAL PROCESS. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS AGREEMENT. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.**

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this Porsche Protection Plan Vehicle Service Protection Vehicle Service Contract ("Agreement") in its entirety and I understand and agree to all of the provisions, terms, and conditions contained herein, including the exclusions, cancellation and transfer sections. I agree to purchase this Agreement in exchange for payment of the Agreement Retail Price shown above. I understand that this Agreement has been issued in accordance with the information contained on this Registration Page. **I agree that the Agreement Coverage Term begins to run on the Agreement Purchase Date, even though any components or parts covered by a manufacturer, supplier, or other warranty are NOT covered by this Agreement until the expiration of the manufacturer's, supplier's, or other applicable warranty. I understand that my Agreement Coverage Term includes any periods of applicable manufacturer's warranties. I understand that prior authorization from the Administrator is required on repairs covered by this Agreement.**

**I further understand that any Mechanical Breakdown, loss, or damage that results from a Pre-Existing Condition is not covered by this Agreement.**

**THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU.**

**NEVADA RESIDENTS ONLY:** By initialing this box, You acknowledge that this Agreement contains an Arbitration provision, that You have read and understand the Arbitration Procedures section, and affirmatively agree to the terms contained therein.

**WASHINGTON RESIDENTS ONLY:** By initialing this box, I acknowledge that I have read, understand and agree to the terms and conditions of this Agreement. I have reviewed with the Dealer the sections of this Agreement titled: AGREEMENT COVERAGE, AGREEMENT COVERAGE TERM, VEHICLE COVERED PARTS, EXCLUSIONS FROM COVERAGE, HOW TO FILE A CLAIM, YOUR RESPONSIBILITIES, DEDUCTIBLE AND UNCOVERED COSTS, CANCELLATION, AND IMPLIED WARRANTY OF MERCHANTABILITY.

Customer Signature	Date	Dealer Signature	Date
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**SAFE-GUARD PRODUCTS INTERNATIONAL, LLC** ("Administrator"/"Obligor") • Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 844-881-4774  
 In Florida the Administrator/Obligor is **SAFE-GUARD WARRANTY CORPORATION** Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328  
 844-881-4774 • In Oklahoma, the Obligor is **Safe-Guard Warranty Corporation**, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-881-4774, Service Warranty Association License Number 506336130 • In Washington, the Obligor is **National Product Care Company**, 175 W. Jackson Blvd, Chicago, IL 60604, 844-881-4774

# Porsche Protection Plan Vehicle Service Protection Terms & Conditions

## 1. INTRODUCTION AND PARTIES

- A. The obligations arising out of the Porsche Protection Plan Vehicle Service Protection vehicle service contract ("Agreement") are between Safe-Guard Products International, LLC, except in Florida where the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126 (hereinafter referred to as "Administrator," "Obligor," "Our," "Us," or "We,") and the Customer whose information appears on the Registration Page (hereinafter referred to as "Customer," "You," or "Your,") in Oklahoma, the Obligor is Safe-Guard Warranty Corporation, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-881-4774, Service Warranty Association License Number 506336130. In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 844-881-4774. You may contact Us at the following address and phone number: Two Concourse Parkway, Suite 500, Atlanta, GA 30328, Toll-free number: 844-881-4774.
- B. We, in return for payment of the Agreement Retail Price, agree to cover the approved costs to repair, or to reimburse You for the approved costs of parts and labor (not to exceed the manufacturer's suggested retail price for part(s) and labor allowances as listed in a nationally recognized parts and labor guide, such as Mitchell or Alldata), to repair or replace a Covered Part due to a Mechanical Breakdown, less the applicable deductible, subject to the terms, conditions, and limitations herein.

## 2. DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

**Administrator, Obligor, We, Us, Our** means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328. In Florida the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-881-4774. In Oklahoma, the Obligor is Safe-Guard Warranty Corporation, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-881-4774, Service Warranty Association License Number 506336130. In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 844-881-4774.

**Agreement** means this Porsche Protection Plan Vehicle Service Protection vehicle service contract which You have purchased from Dealer.

**Agreement Coverage Term** means the length of time or the number of miles, whichever occurs first, for which this Agreement is in effect, as shown on the Registration Page.

**Consequential Damage** means an event or damage that occurs separately as a consequence or result of the failure of any part, such as loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Coverage** means the protection You selected on the Registration Page as described in Section 5, Agreement Coverage.

**Coverage Plan** means the coverage plan You selected on the Registration Page (Powertrain or Platinum).

**Covered Part** means a component of the Covered Vehicle which is covered by this Agreement as described in Section 5, Agreement Coverage.

**Covered Vehicle** means the vehicle which is described on the Registration Page and covered by this Agreement.

**Current Odometer Reading** means the number of miles shown on the Covered Vehicle's odometer on the Agreement Purchase Date.

**Customer, You, Your** mean the Customer shown on the Registration Page or the person to whom this Agreement was properly transferred.

**Dealer** means the automotive dealership described on the Registration Page that sold this Agreement to the Customer.

**Deductible** means the amount You are required to pay, as selected on the Registration Page, towards the repair cost of a covered Mechanical Breakdown.

**Incidental Damages** means any damages or costs incurred by You after a Mechanical Breakdown in an effort to avoid additional loss.

**In Warranty Eligibility** means the Covered Vehicle has at least one (1) day and one (1) mile of the factory's new car limited warranty remaining on the Agreement Purchase Date.

**Manufacturer's Original In-Service Date** means the date on which the Covered Vehicle was originally placed in service, as described on the Registration Page.

**Mechanical Breakdown** means (i) the operational or structural failure of a Covered Part due to a defect in materials or workmanship or (ii) the failure of a

Covered Part due to a gradual reduction in operating performance as a result of normal wear and tear, prior to the expiration of the Agreement Coverage Term. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition, and not because of the action or inaction of any non-covered parts.

**Out of Warranty Eligibility** means the Covered Vehicle is no longer covered by the factory's new car limited warranty on the Agreement Purchase Date.

**Permitted Commercial Purpose** means a commercial purpose which is commonly categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber).

**Pre-Existing Condition** means a condition that, within all reasonable probability, existed in or on the Covered Vehicle prior to the Agreement Purchase Date.

**Prohibited Commercial Purpose** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passenger for hire (taxi, limousine, or shuttle services), ride share vehicles, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Covered Vehicle is both registered/titled in a company's name and may be used by multiple drivers.

**Registration Page** means the first page of this Agreement.

## 3. GENERAL AGREEMENT TERMS

For out of warranty vehicles, this Agreement is only valid if purchased at the time of purchase of the Covered Vehicle. This Agreement is between Us and You, and is subject to all the terms and conditions contained herein.

### A. AGREEMENT COVERAGE TERM

- In Warranty Eligibility:** Coverage under this Agreement for vehicles with In Warranty Eligibility begins on the Manufacturer's Original In-Service Date and zero (0) miles and will expire according to the Agreement Coverage Term in months and/or miles, whichever occurs first, as selected on the Registration Page.
- Out of Warranty Eligibility:** Coverage under this Agreement for vehicles with Out of Warranty Eligibility begins on the Agreement Purchase Date and at the Current Odometer Reading listed on the Registration Page and will expire according to the Agreement Coverage Term in months and/or miles, whichever occurs first, as selected on the Registration Page.

### B. PAYMENT/REIMBURSEMENT FOR COVERED REPAIRS

Administrator will either pay the repair facility directly, or reimburse You for the repair or replacement of any part covered by this Agreement. The repair facility should perform authorized repairs covered under this Agreement without any charge to You for such repairs. If the repair facility does charge You for authorized repairs covered under this Agreement, submit copies of all invoices and receipts pertaining to the authorized repairs, along with a copy of the Registration Page to: Administrator, Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328. **The amount We will pay for authorized repairs is limited to the reasonable and customary charges for parts and labor necessary to repair or replace the Covered Parts. These charges shall not exceed the manufacturer's suggested retail price for parts and labor as listed in a nationally recognized parts and labor guide, such as Mitchell or Alldata.**

### C. REPLACEMENT PARTS

Replacement parts may be new, re-manufactured, or of like kind and quality.

### D. DEDUCTIBLE

For each repair visit to which You apply benefits hereunder, You will be responsible for the deductible amount selected by You, as shown on the Registration Page, and for any other costs not covered by this Agreement. If no deductible is listed or selected on the Registration Page, the deductible will be \$100 (disappearing). If You select a disappearing deductible and You return to the Dealer listed on the Registration Page to have covered repairs made, the deductible will be waived. If You selected a disappearing deductible option and return to the Dealer for repairs and You find that the Dealer is out of business, please contact Administrator at 1-844-

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881-4774 for instructions. If the same Covered Part previously repaired under this Agreement fails again, the deductible will be waived.

## E. TERRITORY

This Agreement applies only to Mechanical Breakdowns that occur and repairs that are made within the United States and Canada.

## F. LIMITS OF LIABILITY

1. **Per Repair Visit** — Our liability for any one (1) repair visit shall in no event exceed the current market value of the Covered Vehicle at the time of said repair visit, as listed in a regionally used and industry accepted source, such as KBB or NADA.
2. **Aggregate** — The total of all claims and benefits paid or payable while this Agreement is in force shall not exceed the Vehicle Purchase Price You paid for the Covered Vehicle (excluding tax, title and license fees).

## G. MISCELLANEOUS

1. **If You have any questions regarding which Agreement Coverage Term or Coverage Plan has been purchased, You should contact the Dealer or the Administrator.**
2. This Agreement will be governed by the laws of the state in which it was sold, unless state law requires otherwise.
3. No amendment, supplement, or waiver of any provision of this Agreement will be binding against Us unless it is in writing and signed by one of the authorized representatives at Our home office (located at Two Concourse Parkway, Suite 500, Atlanta, GA 30328).
4. We may delegate the performance of Our duties and obligations and assign Our rights and benefits hereunder, and if required by state law, We will provide you with notice of the identity of the delegate or assignee.
5. Our right to recover payment (subrogation): If We make any payment under this Agreement and You have a right to recover against another party, Your rights shall become Our rights and You shall do whatever is reasonably necessary to enable Us to enforce these rights. We will not pay for a loss if You impair Our rights to recover. Your rights to recover from others may not be waived. Our subrogation rights become effective after You are made whole.
6. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Agreement.

## 4. YOUR RESPONSIBILITIES

### A. Check the Coverage Plan, Agreement Coverage Term, and Deductible shown on Your Registration Page for accuracy.

1. **Coverage** — Compare the Coverage shown on the Registration Page with the corresponding Coverage listed in Section 5, Agreement Coverage.
2. **Agreement Coverage Term** — Verify the Agreement Coverage Term is correct.
3. **Deductible** — The box should be checked which identifies the amount of the covered repair You will be required to pay if You have a claim.

If any of the information contained on Your Registration Page is missing or is inaccurate, contact the Dealer immediately to avoid a possible delay should a claim arise.

### B. Maintain the Covered Vehicle — In order for You to receive benefits under the terms of this Agreement, You are required to maintain the Covered Vehicle according to the manufacturer's recommended service schedule, as shown in the Covered Vehicle's owner's manual. The manufacturer's recommended service schedule for the Covered Vehicle will be considered the maximum allowable interval between the maintenance services required by this Agreement subject to a 30 day/1,500 miles grace period. All maintenance on the Covered Vehicle must be performed by You or a licensed repair facility. You must keep verifiable repair facility receipts and work orders indicating the date, miles and service performed or a copy of Your receipts and maintenance log if You performed the maintenance. Failure to have the required maintenance performed and/or

failure to provide verifiable receipts when requested will result in denial of Coverage. It is Your responsibility to have non-covered repairs or maintenance performed at the time it is recommended.

### C. Authorize Diagnosis of Failure — You will be required under this Agreement to authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and cost to repair. You will be responsible for all incurred expenses if the failure or Mechanical Breakdown is not covered by this Agreement. Please see Section 7, How to File a Claim, for more information.

### D. Protection From Further Damage — Upon customary and reasonable notice of the occurrence of a Mechanical Breakdown, You shall protect the Covered Vehicle from further damage, whether or not such Mechanical Breakdown is covered by this Agreement. Any operation of the Covered Vehicle that results in further damage, related to the original Mechanical Breakdown shall be considered Your failure to protect the Covered Vehicle and is not covered by this Agreement. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the Covered Vehicle. You are required to safely pull the Covered Vehicle off the road and immediately shut off the engine when either of these lights/gauges indicates a problem.

Should any payment be made by virtue of this Agreement for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Customer assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Agreement.

## 5. AGREEMENT COVERAGE

### A. POWERTRAIN COVERAGE PLAN

If You purchased the Powertrain Coverage Plan as shown on the Registration Page, the Covered Parts are:

**ENGINE:** All internal parts; manifolds; timing gears, tensioner and guides, chain or belt; flex plate; oil pump; water pump; fuel delivery pump; engine mounts; harmonic balancer; turbocharger housings; engine seals and gaskets and internal parts. The engine block and heads, valve covers, timing cover, and oil pan are covered only if damaged by the failure of an internal part.

**TRANSMISSION** (Automatic or Manual): All internal parts; torque converter; transmission pan; transmission mounts; vacuum modulator and transmission seals and gaskets. The transmission case is covered only if damaged by the failure of an internal part.

**TRANSFER CASE:** All internal parts; transfer case mounts and transfer case seals and gaskets. The transfer case is covered only if damaged by the failure of an internal part.

**DRIVE AXLE** (Front/Rear Wheel Drive): All internal parts; axle shafts; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); universal joints; propeller shafts; axle bearings; drive axle seals and gaskets; hubs and hub bearings. The drive axle case is covered only if damaged by the failure of an internal part.

**HYBRID/ELECTRIC COMPONENTS** Hybrid electric motor; hybrid electric motor clutch; hybrid electric motor clutch actuator; hybrid electric transmission oil pump (including control module); electric motor; seals and gaskets; inverter/converter/transformer units (including all internal components and cover); continuously variable transmission (including all internal components); power split device (including all internal components); reduction/reducer box (including all internal components).

Any part or component not listed above is NOT covered and is specifically excluded by the Powertrain Coverage Plan, regardless of whether the damage to the non-covered part is caused by a Covered Part.

### B. PLATINUM COVERAGE PLAN

If You purchased the Platinum Coverage Plan as shown on the Registration Page, this Agreement covers all factory installed mechanical and electrical parts of the Covered Vehicle for Mechanical Breakdown, less any applicable Deductible, EXCEPT for the parts and services listed under Section 6, Exclusions from Coverage. If a Covered Part causes damage to a non-covered part or component, the repair or replacement costs associated with the non-covered part or component are covered under the Platinum Coverage Plan.

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## C. ANCILLARY BENEFITS (INCLUDED WITH THE POWERTRAIN AND PLATINUM COVERAGE PLANS)

No Deductible applies to the following benefits:

### TOWING & ROADSIDE ASSISTANCE:

Emergency Roadside Assistance is available on a "sign & drive" basis throughout the United States and Canada 24 hours a day, 365 days a year. For prompt service, simply call 1-855-550-9555.

- **Towing Assistance** — when the Covered Vehicle is inoperable or unsafe to drive, the Covered Vehicle will be towed to the Selling Dealer if You are within one hundred (100) miles of the Selling Dealer. If You are more than one hundred (100) miles from the Selling Dealer, the Covered Vehicle will be towed to the closest repair facility or to any other location requested by You, up to a total towing expense of two hundred fifty (\$250) dollars.

The following Emergency Roadside Assistance services are provided for the Covered Vehicle, up to one hundred (\$100) dollars per occurrence:

- **Battery Assistance** — if battery failure occurs, a jumpstart will be provided to start the Covered Vehicle.
- **Flat Tire Assistance** — service consists of the removal of the flat tire and its replacement with the Covered Vehicle's spare tire.
- **Fuel** — Up to three (3) times per calendar year, an emergency supply of up to three (3) gallons of fuel will be delivered at no additional cost.
- **Oil, Fluid, and Water Delivery Service** — An emergency supply of oil, fluid or water will be delivered if You are in immediate need.
- **Lock-out Assistance** — if Your keys are locked inside the Covered Vehicle, assistance will be provided in gaining entry into the Covered Vehicle.

**CAR RENTAL:** If the Covered Vehicle experiences a covered Mechanical Breakdown, or a Mechanical Breakdown solely excluded from coverage by Exclusion 6(A), You may also be eligible to receive reimbursement for a portion of Your car rental costs (excluding fuel, collision damage waivers, and optional insurance charges). We will reimburse You fifty (\$50) dollars per day for up to ten (10) days. Before We can reimburse You, You must provide Us with valid receipts from an authorized rental car agency or the dealer.

**TRIP INTERRUPTION:** In the event a Mechanical Breakdown covered by this Agreement occurs more than one hundred (100) miles from Your home and results in a repair facility keeping the Covered Vehicle overnight, We will reimburse You for receipted hotel and restaurant expenses, up to two hundred (\$200) dollars per day for a maximum of five (5) days and a total benefit of one thousand (\$1,000) dollars per occurrence.

**The Trip Interruption Benefit is not available to residents of California or New York.**

## 6. EXCLUSIONS FROM COVERAGE

This Agreement does NOT cover the following parts, services, conditions or events:

- A. Any item covered by the Covered Vehicle manufacturer's original factory warranty. Any component, system or equipment not installed by the manufacturer.
- B. Any Mechanical Breakdown of the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, wheels, wheel studs, convertible top and straps, window and door handles, and cellular phones. All fasteners, including, but not limited to: nuts and bolts (except those which are internal to the engine, transmission, transfer case, and/or differential), studs, pins, clips and retainers (except when required in conjunction with a covered repair).
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of the Covered Vehicle, including, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, lenses, fuses, wiper blades and arms, standard, hybrid and electric batteries and battery cables, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.

- D. Personal expenses (except those associated with the trip interruption benefit) due to a vehicle's inability for use; loss of time due to waiting for replacement parts or other delays beyond Our control.
- E. Damages to engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
- F. The following items and components are specifically excluded from coverage under the Platinum Coverage Plan: standard transmission clutch components, air bags (except for suspension air bags), solar powered devices, hinges, glass, lenses, sealed beams, body parts/panels/body seals, trim, moldings, door handles, all lock cylinders, tires, wheels, standard, hybrid and electric batteries, light bulbs, upholstery, paint, bright metal, freeze plugs, heater and radiator hoses, exhaust system, work such as front-end alignment or wheel balancing, safety restraint systems, cellular phones, radar detectors, appliances, and vinyl and convertible tops.
- G. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.
- H. Any repair or replacement of a Covered Part that has not been authorized by the Administrator prior to the repair being performed except as outlined under Emergency Repairs in Section 7, How To File A Claim.
- I. Any Mechanical Breakdown caused by the failure of a non-covered part, regardless if the resulting Mechanical Breakdown is to a Covered Part.
- J. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of the Covered Vehicle, whether or not related to the parts covered by the Agreement.
- K. Any loss caused by collision or accident, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Agreement.
- L. Any Mechanical Breakdown that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Mechanical Breakdown or Customer's complaint. Components or parts covered by any other warranty are not covered by this Agreement until the expiration of the manufacturer's, supplier's, or other warranty. Any loss from an improper previous repair is not covered. The Agreement does not guarantee the performance of any repair facility or technician.
- M. Any Mechanical Breakdown if the odometer has been broken, disconnected or altered, or in any way does not reflect the Covered Vehicle's true and correct mileage reading. Note: It is a federal offense to alter the Covered Vehicle's odometer.
- N. Any Mechanical Breakdown caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of the Covered Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.
- O. Incidental or Consequential Damages such as loss of use of the Covered Vehicle, inconvenience or commercial loss (except where noted under the Trip Interruption Benefit).
- P. Any Mechanical Breakdown resulting from the failure to have the recommended maintenance services performed for the Covered Vehicle. Any Mechanical Breakdown due to contaminated fuel, lubricants, coolant, or damage caused by a buildup of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant is not covered, including, but not limited to, damage resulting from loss of lubricants or coolant due to the failure of a Covered Part.
- Q. Any Mechanical Breakdown due to the operation, use, or maintenance of the Covered Vehicle during a competitive driving event; any Mechanical Breakdown that occurs on a race track, regardless of whether the race track is available for public use;

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any Mechanical Breakdown that occurs while off-roading, or using the Covered Vehicle on non-maintained roads, beaches, or open fields.

- R. Any Mechanical Breakdown of the Covered Vehicle if used for a Prohibited Commercial Purpose.
- S. Any Mechanical Breakdown to the Covered Vehicle if used for towing a trailer, another vehicle, or other object unless properly equipped beforehand for this purpose per the Covered Vehicle's manufacturer's guidelines.
- T. Any Mechanical Breakdown due to neglect, abuse or misuse of the Covered Vehicle, or failure to protect the Covered Vehicle from further damage. Additional loss or damage which is caused by Your or the Covered Vehicle's operator's failure to use all reasonable precautions to protect the Covered Vehicle from any further loss or damage after a Mechanical Breakdown has occurred.
- U. Any Mechanical Breakdown of a gray market vehicle or a vehicle that does not have a valid United States Vehicle Identification Number (VIN). Any Mechanical Breakdown of a vehicle that has ever been declared or title branded as salvage, junk, rebuilt, totaled, or flood damaged. Any Mechanical Breakdown of a vehicle that has suffered damage or an event that voided the factory's new car limited warranty.
- V. Repair or replacement of any part will not be covered unless an actual Mechanical Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for the part or Covered Vehicle. The repair of valves and/or rings for the purpose of raising the Covered Vehicle's engine's compression when a Mechanical Breakdown or failure has not occurred.
- W. Any repair or replacement of a Covered Part which has not failed but which a repair facility recommends or requires to be repaired or replaced. Any cost to modify, convert or retrofit original equipment or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
- X. **No benefit is provided for a Pre-existing Condition or a condition which existed prior to the expiration of the manufacturer's warranty.**
- Y. Mechanical Breakdown or damage caused by neglecting to follow proper charging procedures or use of incompatible charging devices for Your plug-in hybrid/electric vehicle.
- Z. Damage resulting from pre-ignition or detonation, regardless of cause.

## 7. HOW TO FILE A CLAIM

- A. If the Covered Vehicle suffers a Mechanical Breakdown, You must take the following steps to file a claim:
  - 1. You must use all reasonable means to protect the Covered Vehicle from further damage. For example, activated warning lights indicate that You should stop operating the Covered Vehicle as quickly and as safely as possible.
  - 2. You must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. You are responsible for all incurred expenses if it is determined that the Mechanical Breakdown or repair is not covered by this Agreement.
  - 3. You must ensure that the repair facility contacts the Administrator at 844-881-4773 when the cause of failure and repair cost are determined. The Administrator reserves the right to inspect the Covered Vehicle before repairs are performed.
  - 4. Depending on the circumstances of the particular failure, if requested, You must provide the Covered Vehicle's maintenance records before the Administrator will authorize the claim.
  - 5. Do not authorize repairs until the Administrator verifies that the Mechanical Breakdown is covered by this Agreement and issues an approval number to the repair

facility, or Your claim will be denied (Exception — see Emergency Repairs in subsection 7B below).

- 6. It is Your responsibility to pay any expenses that are not covered by this Agreement, including the Deductible.
  - 7. Please note that hybrid components can only be serviced by a certified Porsche Hybrid Specialist. High-voltage components can only be serviced by a certified Porsche High-Voltage Specialist.
- B. EMERGENCY REPAIRS:** If You have a Mechanical Breakdown that renders the Covered Vehicle inoperable or unsafe to operate outside Our normal business hours (7am–8pm Eastern Time, Monday–Friday, and 8am–5pm Eastern Time, on Saturday) and when a minor repair, not to exceed a cost of five hundred (\$500) dollars, can be performed that will return the Covered Vehicle to operation, You may, at Your own discretion, authorize the necessary emergency repairs, subject to the following conditions:
- 1. Emergency repairs can only be performed on the Covered Vehicle when You cannot obtain approval from the Administrator because the Mechanical Breakdown occurred outside Our normal business hours.
  - 2. You must report the claim directly to the Administrator within five (5) days from the date the Mechanical Breakdown occurred by calling the toll-free claims number 844-881-4773 so that Administrator can confirm whether the emergency repairs are covered by this Agreement. Mail in claims for emergency repairs will not be accepted. Note: If the Administrator re-opens before repairs to the Covered Vehicle are completed, You must immediately contact the Administrator for instructions before continuing with the repairs.
  - 3. Repairs must be performed by a licensed repair facility, and the costs may not exceed five hundred (\$500) dollars.
  - 4. You must provide the Administrator with a paid receipt.
  - 5. You must save (or require the repair facility to save) all parts that were replaced and provide them to the Administrator, if requested.

Failure to comply with the above procedures will result in a denial of coverage.

## 8. TRANSFER

This Agreement is transferable to a subsequent owner or lessee of the Covered Vehicle when a private party purchases the Covered Vehicle directly from the Customer or assumes the Customer's lease agreement. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328 within thirty (30) days of the Covered Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of the Registration Page; (iii) the document demonstrating the sale of the Covered Vehicle to or lease assumption by a private party; and (iv) a check for fifty (\$50) dollars made payable to Safe-Guard Products International, LLC. This Agreement is not transferable to another vehicle or to a dealership via sale or trade-in.

## 9. CANCELLATION

Please check Section 12, State-Specific Amendments, for different rights regarding cancellation.

### A. Cancellation by You

You may cancel this Agreement at any time. To cancel this Agreement, You must provide the Administrator or the Dealer with written notice of Your request to cancel. A copy of Your Agreement and a current mileage statement must be included with Your written request for cancellation. The effective date of such cancellation is the date such written notice and all required documents are received by Administrator or Dealer. If this Agreement was provided at no cost, You are not entitled to a refund.

### B. How Refunds are Calculated

This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement

# Porsche Protection Plan Vehicle Service Protection Terms & Conditions

Purchase Date and the Current Odometer Reading, less any claims paid, and less a fifty (\$50) dollar processing fee, unless otherwise required by applicable law (see Section 12, State-Specific Amendments).

## C. Cancellation by Us

We cannot cancel this Agreement except for material misrepresentation, fraud, a substantial breach of Your contractual duties under this Agreement, or non-payment of the Agreement Retail Price, in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail prior to the effective date of cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.

## D. Refunds to Lender/Lessor

If this Agreement was financed, any refund due under this Agreement will be made payable to the Lender/Lessor unless You provide Us with written documentation from the Lender/Lessor stating that the Finance Agreement has been paid in full. If the cancellation of this Agreement occurs as a result of a default under the Finance Agreement, or the repossession of the Covered Vehicle, any refund due may be paid directly to the Lender/Lessor.

## 10. ARBITRATION

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with the Administrator/Obligor, or Dealer, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and to select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and to share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern (see Section 12, State-Specific Amendments for state-specific rules regarding Section 10, Arbitration).

## 11. SETTLEMENT

Our obligations are fully insured by a Service Contract Reimbursement Insurance Policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If You have not received Your claim benefit or a refund for the cancellation of Your Agreement within sixty (60) days after all claim or cancellation requirements have been met, You may make a direct claim against Virginia Surety Company, Inc. at the address or phone number listed above.

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ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS. IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS FOR ANY REASON HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER PROVISIONS OF THIS AGREEMENT. **FOR CLAIMS OR QUESTIONS ABOUT YOUR AGREEMENT, PLEASE CALL ADMINISTRATOR AT 844-881-4774.**

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## 12. STATE-SPECIFIC AMENDMENTS

If you purchase this Agreement in any of the following states, the following terms shall apply:

### ALABAMA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price, less any claims paid within thirty (30) days of the Agreement Purchase Date. A ten (10%) percent penalty per month will be applied to any refund for an Agreement canceled during the first thirty (30) days that is not paid or credited within forty-five (45) days of Our receipt of Your written request to cancel the Agreement. After thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a twenty-five (\$25) dollar processing fee.
2. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel this Agreement for any reason other than non-payment of the Agreement Retail Price or misrepresentation at the time of sale, You will be notified of the reason for cancellation by certified mail at least five (5) days prior to the effective date of cancellation.

### ALASKA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, or if a claim was made during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of fifty (\$50) dollars or seven and a half (7.5%) percent of the unearned Agreement Retail Price, whichever is less. A penalty in the amount of ten (10%) percent of the Agreement Retail Price per month will be applied to any refund for a canceled Agreement that is not paid or credited within forty-five (45) days of Our receipt of Your written request to cancel the Agreement.
2. Section 9(C), Cancellation — Cancellation by Us, is replaced in its entirety by the following: We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, or non-payment of the Agreement Retail Price, in which case You will be notified of the reason for cancellation by certified mail at least five (5) days prior to the effective date of cancellation. If We cancel the Agreement for any other reason than for non-payment of the Agreement Retail Price, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less claims paid. A penalty in the amount of ten (10%) percent of the Agreement Retail Price per month will be applied to any refund for a canceled Agreement that is not paid or credited within forty-five (45) days of Our receipt of Your written request to cancel the Agreement.
3. Section 2, Definitions — Prohibited Commercial Purpose, is amended to include the following wording: Snowplowing is not excluded so long as the Covered Vehicle is properly equipped for such use and is only being used as such for personal (non-commercial) use.

### ARIZONA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled within thirty (30) days of the Agreement Purchase Date for a full refund of the Agreement Retail Price, less any claims paid. After thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a cancellation/processing fee in the amount of (i) ten (10%) percent of the gross amount paid by You for this Agreement or (ii) fifty (\$50) dollars, whichever fee is less.
2. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following language: We may only void the Agreement or deny claims for misuse, fraud, or misrepresentation if those acts are committed by You or Your authorized representative. If We cancel the Agreement, We will mail You written notice at least thirty (30) days prior to cancellation.
3. Section 10, Arbitration, is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona

Department of Insurance for relief of any complaint under the provisions of A.R.S. §§ 20-1095.04 AND/OR 20-1095.09.

4. The Agreement will not be canceled or voided by the Provider or its representatives for Pre-Existing Conditions.
5. This Agreement will not cover any Mechanical Breakdown, loss, damage, or expense that results from a condition existing on or prior to the Agreement Purchase Date (Pre-Existing Condition), unless the Obligor/Provider or the Dealer knew or reasonably should have known about such Pre-Existing Condition.

### CALIFORNIA

1. Safe-Guard Products International, LLC's Vehicle Service Contract Provider license # is 0F57888.
2. Section 11, Settlement, is replaced in its entirety by the following: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Agreement has been denied or has not been honored within sixty (60) days of the date the proof of loss was filed. The name, address and telephone number of the insurance company is Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website ([www.insurance.ca.gov](http://www.insurance.ca.gov)).
3. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Service Contract (referred to as the "Agreement") may be canceled within sixty (60) days of the Agreement Purchase Date for a full refund of the Agreement Retail Price paid if no claims have been made against the Agreement. If canceled within sixty (60) days of the Agreement Purchase Date and a claim was made against the Agreement during that time period, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading. After sixty (60) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a processing fee in the amount of twenty-five (\$25) dollars or ten (10%) percent of the Agreement Retail Price, whichever is less. The refund amount will be paid within thirty (30) days of the Your written request to cancel the Agreement.
4. Section 9(C), Cancellation — Cancellation by Us, is replaced in its entirety by the following: We may cancel this Service Contract (referred to as the "Agreement") within the first sixty (60) days after the Agreement Purchase Date only upon providing You with a notice of cancellation stating the reason for cancellation postmarked before the sixty-first (61st) day after the Agreement Purchase Date and a full refund of the Agreement Retail Price, unless We have paid a claim hereunder or advised You in writing that We will pay a claim, in which case We will pay to You a pro-rata refund based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any approved claims. We may cancel this Agreement for non-payment, material misrepresentation, or fraud by You at any time by providing You with a notice of cancellation and a full refund of the Agreement Retail Price, unless We have paid a claim hereunder or advised You in writing that We will pay a claim, in which case We will pay to You a pro-rata refund of the Agreement Retail Price based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any approved claims. If We cancel this Agreement for any reason, We will not charge You a processing fee, any refund due to You will be paid within thirty (30) days of the date of cancellation, the Agreement will cease to be valid five (5) days after the date the notice of cancellation is postmarked, and We will pay any covered claim reported to Us prior to the effective date of cancellation. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to make a claim.
5. Section 10, Arbitration, is replaced in its entirety by the following: **You and Provider, Dealer and the Insurance Company listed in the Settlement Section ("Us") agree that all individual claims or disputes arising from or relating to the Agreement will be settled by impartial arbitration. To initiate arbitration, the aggrieved party must notify the aggrieving party in writing of its desire to submit the issue to arbitration. The aggrieved party is responsible for providing the aggrieving party with at least three (3) proposed arbitrators. The aggrieving party**

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has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If the aggrieving party demonstrates that none of the three (3) proposed arbitrators are neutral, the aggrieving party may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration, as long as it doesn't conflict with the Consumers Legal Remedies Act. **The parties agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise.** If this section conflicts with the statutory or regulatory arbitration provision in the state in which the Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under the Agreement will proceed under procedures outlined in the California Arbitration Act. Such procedures can be found in the California Code of Civil Procedure section 1280. The location of arbitration will be a location in close proximity to the Customer's residence. The Agreement is subject to the California Consumers Legal Remedies Act (Civ. Code section 1750 et seq.). The "consumer rules" apply to the arbitration procedure.

6. Section 3(G)(4) is deleted in its entirety.
7. The Trip Interruption Benefit referenced in Section 5(C) is unavailable to California residents and is deleted in its entirety.

## COLORADO

1. Our obligations under the Agreement are guaranteed under Policy #3473 and VSC-CL-1 End. (05/04) CO.

## CONNECTICUT

1. If You are unable to resolve any disputes arising under this Agreement, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Agreement.
2. If the Agreement Coverage Term is less than one (1) year, the Agreement Coverage Term will be automatically extended while any covered repairs are being performed and the Covered Vehicle is in the custody of a repair facility.
3. Section 9, Cancellation, is amended to include the following: You may cancel this Agreement if the Covered Vehicle is returned, sold, lost, stolen or destroyed.
4. Section 10, Arbitration, is amended by the following: The State of Connecticut has established an arbitration process to settle disputes between You and Us arising from extended warranty contracts. A written complaint may be mailed 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 price of the product, the cost of repair of the product, and a copy of the Agreement.
5. Section 11, Settlement, is amended to include the following: To make a direct claim under Our service contract reimbursement insurance policy, You may contact Virginia Surety Company, Inc. by mail at 175 West Jackson Blvd., Chicago, Illinois 60604 or by phone at 1-800-209-6206.
6. In house service is not provided for under this Agreement.

## FLORIDA

1. **The Obligor of this Agreement is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328.**
2. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price, less any claims paid, within sixty (60) days of the Agreement Purchase Date. After sixty (60) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, less a processing fee in the amount of the lesser of (a) ten (10%) percent of the pro-rata refund amount of (b) fifty (\$50) dollars. We may cancel the Agreement: (1) If there has been a material misrepresentation or fraud; or (2) If You have failed to maintain the Vehicle as prescribed by the manufacturer; or (3) If the odometer has been tampered with or disabled and You have failed to repair the odometer; or (4) For non-payment of the Agreement Retail Price by You. If We

cancel this Agreement, We will provide You notice of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid.

3. Section 7, How to File a Claim, is amended by the following: Submit a claim for reimbursement to Us along with all required documents within ninety (90) days from the date the damage occurs.
4. Section 10, Arbitration, is replaced in its entirety by the following: The parties may agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Obligor, the Dealer, or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise.
5. The rate charged for this service agreement is not subject to regulation by the Department of Financial Services — Office of Insurance Regulation.
6. Section 8, Transfer, is amended by the following: The reference to a fifty (\$50) dollar transfer fee is deleted and is replaced with a forty (\$40) dollar transfer fee.

## GEORGIA

1. Section 6, Exclusions from Coverage, is amended to include:
  - a) Item N is amended to include the text **"MADE BY YOU OR WITH YOUR KNOWLEDGE."**
  - b) Item M is amended to include the text **"KNOWN TO YOU."**
  - c) Item P — any reference to **"SLUDGE"** within this item is deleted in its entirety.
  - d) Item X is amended to include the text **"KNOWN TO YOU."**
2. Section 10, Arbitration, is deleted in its entirety.
3. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled at any time. If You cancel the Agreement within the first thirty (30) days from the Agreement Purchase Date, You will receive a refund in the amount of one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. After thirty (30) days from the Agreement Purchase Date, or if a claim was paid during the first (30) days from the Agreement Purchase Date, the refund amount will be based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a fee in the amount of fifty (\$50) dollars or ten (10%) percent of the unearned pro-rata Agreement Retail Price, whichever fee is less. We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, or non-payment of the Agreement Retail Price, in which case You will be notified by certified mail at least ten (10) days prior to the effective date of cancellation if You do not pay the Agreement Retail Price, or at least thirty (30) days prior to the effective date of cancellation for fraud or misrepresentation. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price.
4. Section 9(D), Cancellation, is replaced in its entirety by the following: Any refund due under this Agreement will be made payable to the Lender/Lessor unless You provide Us with written documentation from the Lender/Lessor stating that the Finance Agreement has been paid in full. If this Agreement is financed and the Covered Vehicle is a total loss or is repossessed, You authorize Your Lender/Lessor to cancel this Agreement and receive the refund.



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## HAWAII

1. The following wording is added:

Hawaii Revised Statutes requires an automobile dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor vehicles as follows:

Used Units with less than 25,000 miles at the time of sale: Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used Units with 25,001 — 50,000 miles at the time of sale: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Units with 50,001 — 75,000 miles at the time of sale: Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Covered Vehicle may be covered by this law. If so, the following is added to the Agreement: In addition to the Dealer Warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. You have been charged separately only for the Agreement. The required Dealer Warranty is provided free of charge. Furthermore, the terms, coverage plan and exclusions stated in the Agreement apply only to the Agreement and are not the terms of the required Dealer Warranty.

2. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.

## IDAHO

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

## ILLINOIS

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, or if a claim was made during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a processing fee of fifty (\$50) dollars or ten (10%) percent of the Agreement Retail Price, whichever is less.

## INDIANA

1. Your proof of payment to the Dealer, Administrator, or Provider constitutes proof of payment to the Insurance Company listed in Section 11, Settlement, of this Agreement.
2. Section 10, Arbitration, is replaced in its entirety by the following: The parties may agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, or the Dealer, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Indiana and will be held in the Purchaser's county or any other county in Indiana agreed upon by both parties.
3. This service contract is not insurance and is not subject to Indiana insurance law.

## IOWA

1. If You have questions regarding Your Agreement, You may contact the Iowa Securities and Regulated Industries Bureau, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738.
2. Section 9(B), Cancellation — How Refunds are Calculated,

is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per month will be applied to any refund not paid or credited to You within thirty (30) days of Our receipt of Your written request to cancel the Agreement. In the event You are unable to obtain Your cancellation refund from Us, You may contact the Insurance Company listed in Section 11, Settlement. If You cancel this Agreement, We will mail a written notice to You within fifteen (15) days of the effective date of termination.

3. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel the Agreement for any reason other than non-payment of the Agreement Retail Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use, We will provide You with at least fifteen (15) days' prior written notice of the cancellation. The written notice will include the reason for the cancellation and the effective date of the cancellation.
4. Used parts will not be used to replace Covered Parts without prior written authorization from You. Rebuilt parts will not be used to replace Covered Parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.
5. This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

## KENTUCKY

1. Section 5, Agreement Coverage — Emergency Roadside Assistance, is amended as follows: Emergency Roadside Assistance is only available for Mechanical Breakdowns due to defect in material or workmanship.

## LOUISIANA

1. This Agreement is not insurance. This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the Attorney General's Offices.
2. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited to You within forty-five (45) days of Our receipt of Your written request to cancel the Agreement.
3. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel this Agreement for any reason other than material misrepresentation, non-payment of the Agreement Retail Price, or a substantial breach of duties by You relating to the Covered Vehicle, We will provide You with at least fifteen (15) days written notice prior to the effective date of cancellation stating the effective date of and reason for cancellation.

## MAINE

1. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date provided that no claims were made during the first thirty (30) days. The right to cancel the Agreement during the first thirty (30) days is not transferable and only applies to the Customer listed on the Registration Page. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement during the first thirty (30) days. An Agreement canceled by the Customer during the first thirty (30) days under which a claim was made during the first thirty (30) days, or an Agreement canceled by the Customer after the first thirty (30) days are both eligible for a pro-rata refund calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. We cannot cancel the Agreement

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except for material misrepresentation or fraud at the time of sale or in presenting a claim for service, lack of proper maintenance, non-payment of the Agreement Retail Price, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or a material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement, in which case You will be notified of the reason for cancellation by certified mail at least fifteen (15) days prior to the effective date of cancellation. If We cancel the Agreement for any reason other than non-payment of the Agreement Retail Price, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less claims paid, and less a processing fee of ten (10%) percent of the Agreement Retail Price.

2. Section 10, Arbitration, is amended as follows: Any arbitration related to this Agreement shall take place in Maine.

## MARYLAND

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. Section 3(A), Agreement Coverage Term, is amended to include the following: This Agreement does not terminate, and the Agreement Coverage Term is extended until the services provided in accordance with the terms and conditions are performed.
3. Section 11, Settlement, is amended by the following: The following sentence: "If You have not received Your claim benefit or a refund for the cancellation of Your Agreement within sixty (60) days after all claim or cancellation requirements have been met, You may make a direct claim against Virginia Surety Company, Inc. at the address or phone number listed above." is deleted in its entirety and replaced with the following: "If You have not received Your claim benefit, a refund for the cancellation of Your Agreement, or other consideration due under this Agreement within sixty (60) days after all claim, cancellation, or other proof of loss requirements have been met, or if We cease to do business or go bankrupt, You may make a direct claim against Virginia Surety Company, Inc. at the address or phone number listed above."

## MASSACHUSETTS

1. The Obligor of this Agreement is the Dealer listed on the Registration Page. This Agreement is between the Dealer and the Customer. Dealer has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.
2. The following wording is added:
3. THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A COVERED VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THE SERVICE CONTRACT.
4. Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a Warranty covering certain classes of used motor units as follows:
5. Used Units with less than 40,000 miles at the time of sale: Provides coverage for 90 days or 3,750 miles, whichever occurs first.
6. Used Units with 40,000 miles - 80,000 miles at the time of sale: Provides coverage for 60 days or 2,500 miles, whichever occurs first.
7. Used Units with 80,001 miles - 125,000 miles at the time of sale: Provides coverage for 30 days or 1,250 miles, whichever occurs first.
8. The Covered Vehicle may be covered by this law. If so, the following is added to this Agreement: In addition to the Dealer Warranty required by this law, You have elected to purchase the Agreement, which may provide You with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. You have been charged separately only for the Agreement. The required Dealer Warranty is provided free of

charge. Furthermore, the definitions, coverage plan, and exclusions stated in the Agreement apply only to the Agreement and are not the terms of the required Dealer Warranty.

## MICHIGAN

1. The following wording is added to this Agreement: If the performance of this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

## MINNESOTA

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. The following wording is added to this Agreement:
3. The Agreement does not provide coverage when the responsibility for repair is covered by the Warranty provided by the dealer. The dealer is required by Minnesota Statute 325F.662 to provide an express Dealer Warranty for used vehicles with less than seventy-five thousand (75,000) miles at the time of sale. The required Dealer Warranty covers vehicles with less than thirty-six thousand (36,000) miles for sixty (60) days or two thousand five hundred (2,500) miles, whichever comes first. The required Dealer Warranty covers Vehicles with less than seventy-five thousand (75,000) miles, but more than thirty-six thousand (36,000) miles, for thirty (30) days or one thousand (1,000) miles, whichever comes first. Some limitations and exclusions apply. This Agreement merely contains a general summary of the required Dealer Warranty. For details, You should refer to Minnesota Statute 325F.662.

## MISSISSIPPI

1. Section 10, Arbitration, is deleted in its entirety.
2. Section 9(B), Cancellation - How Refunds are Calculated is replaced in its entirety with the following: Agreements canceled by the Customer within thirty (30) days of the Agreement Purchase Date are eligible for a one hundred (100%) percent refund of the Agreement Purchase Price less any claims paid. Agreements canceled by the Customer after thirty (30) days are eligible for a pro-rata refund based on the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less the cost of any benefits paid under the Agreement less a fee in the amount of the lesser of (i) ten (10%) percent of the Agreement Purchase Price or (ii) fifty (\$50) dollars. To initiate the cancellation process, please contact the Administrator or Dealer. The refund amount will be payable to the Customer or the financial institution/lender, where applicable. A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days of Your written request to cancel the Agreement.
3. Section 9(C), Cancellation - Cancellation by Us is deleted in its entirety and replaced with the following: We may only cancel the Agreement for material misrepresentation, a substantial breach of Your contractual duties under the Agreement, or non-payment of the Agreement Purchase Price, in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation. If We cancel the Agreement for any reason other than non-payment of the Agreement Purchase Price, any refunds will be calculated pro-rata, less any claims paid.

## MISSOURI

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, less any claims paid. After thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, less a fifty (\$50) dollar processing fee, unless such fee is otherwise prohibited by applicable state law. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. If You cancel this Agreement, We will mail a written notice to You within forty-five (45) days of the effective date of termination.

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- Section 10, Arbitration, is replaced in its entirety by the following: Arbitration is not mandatory for disputes which may arise from this Agreement, but may be chosen voluntarily by the parties to this Agreement.

## MONTANA

- Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel this Agreement, notice of such cancellation will be delivered to You at Your last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to non-payment of the Agreement Retail Price, or a material misrepresentation by You to Us relating to the Vehicle or its use, such notice will not be required.

## NEBRASKA

- The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses.
- Section 10, Arbitration, is deleted in its entirety.
- Section 3(F), Limits of Liability, is replaced in its entirety by the following: For any one repair visit, all benefits paid or payable shall not exceed the actual cash value of the Covered Vehicle as determined by the NADA Official Used Car Guide at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the Agreement Coverage Term shall not exceed the price You paid for the Covered Vehicle. The payment or reimbursement for repair or replacement of Covered Parts and the benefits stated under RENTAL CAR COVERAGE, EMERGENCY ROADSIDE ASSISTANCE, and TRIP INTERRUPTION BENEFIT are the only remedies available to You. We assume no other obligation or responsibility with regard to the Covered Vehicle. We neither assume, nor authorize anyone to assume for Us, any additional liability.

## NEVADA

- Section 8, Transfer is amended as follows: Any reference to a fifty (\$50) dollar transfer fee is replaced with a twenty-five (\$25) dollar transfer fee.
- Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a twenty-five (\$25) dollar cancellation fee. Under no circumstances will any claims paid or covered services provided under this Agreement be deducted from the refund amount. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty of the Agreement Retail Price per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
- Section 9(C), Cancellation — Cancellation by Us, is deleted in its entirety and replaced with the following: We may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement, or a material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned prorata Agreement Retail Price. Under no circumstances will any claims paid or covered services provided under this Agreement be deducted from the refund amount. If We cancel this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. No processing fee will be charged if We cancel the Agreement.
- This Agreement is not renewable and expires in accordance with the selected Agreement Coverage Term in months or miles, whichever

occurs first.

- Section 10, Arbitration, is amended to include the following: The laws of the state of Nevada shall govern all matters arising out of or relating to the Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.
- If You are not satisfied with the manner in which Your claim is being handled under the Service Contract, You may contact the Commissioner via the following toll-free number of the Division: 888-872-3234.
- Section 6, Exclusions from Coverage, Items A and L, are amended by the following: This Agreement will not cover that portion of the cost to repair or replace a Covered Part which is covered by any manufacturer warranty, or any other coverage or other reason that the manufacturer, importer, distributor, seller or repairer of the Covered Vehicle will repair or replace the part at its own expense or at a reduced cost; coverage under this Agreement will only be provided for that amount which is in excess of any other applicable coverage.
- Section 6, Exclusions from Coverage, Item U: The following sentence: "Any Mechanical Breakdown of a vehicle that has suffered damage or an event that voided the factory's new car limited warranty." is deleted in its entirety and replaced with the following: "This Agreement will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Agreement has already been issued and the manufacturer's warranty becomes void during the Agreement Coverage Term, We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this Agreement, unless such coverage is otherwise excluded by the terms of this Agreement."

## NEW HAMPSHIRE

- In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261 or 1-800-852-3416.
- Section 10, Arbitration, is subject to the state rules governing the arbitration of disputes as set forth in RSA 542.

## NEW JERSEY

- Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
- Section 9(C), Cancellation — Cancellation by Us, If We cancel this Agreement for any reason other than (a) Your failure to pay the Agreement Retail Price, (b) Your or Your representative's material misrepresentation or omission, or (c) Your or Your representative's substantial breach of contractual obligations concerning the Covered Vehicle or its use, You will be provided with at least five (5) days prior written notice of the effective date of cancellation and the reason for cancellation.

## NEW MEXICO

- Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days, or if a claim was paid during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within sixty (60) days after Our receipt of Your written request to cancel the Agreement.
- Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: After seventy (70) days, We may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in

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the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by Your or Your violation of any condition of the Agreement or a material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. No cancellation is effective until at least fifteen (15) days prior written notice of the effective date and the reason for cancellation is mailed to You.

3. This Agreement is non-renewable.
4. Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.
5. The Settlement section is amended to include the following: If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

## NEW YORK

1. The following wording is added to this Agreement:
2. Section 11(C) of New York General Business Law requires an automobile dealer, unless otherwise excepted, to provide a Warranty covering certain classes of used motor vehicles as follows:
3. Used Units with 36,000 miles or less at the time of sale: provides coverage for 90 days or 4,000 miles, whichever occurs first.
4. Used Units with 36,001 miles — 80,000 miles at the time of sale: provides coverage for 60 days or 3,000 miles, whichever occurs first.
5. Used Units with 80,001 miles — 100,000 miles at the time of sale: provides coverage for 30 days or 1,000 miles, whichever occurs first.
6. The Trip Interruption Benefit referenced in Section 5(C) is unavailable to New York residents and is deleted in its entirety.
7. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel the Agreement, We will provide You with written notice at least fifteen (15) days prior to cancellation and state the effective date for the cancellation and the reason for the cancellation.
8. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of Our receipt of Your written request to cancel the Agreement.

## NORTH CAROLINA

1. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claim has been paid. If canceled after thirty (30) days from the Agreement Purchase Date, or if a claim was paid during the first thirty (30) days from the Agreement Purchase Date, the refund amount will be calculated pro-rata based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid, and less a processing fee in the amount of ten (10%) percent of the amount of the prorata refund or fifty (\$50) dollars, whichever is less.

## OHIO

1. This Agreement is not insurance and is not subject to the insurance laws of this state.

## OKLAHOMA

1. The Obligor of this Agreement is Safe-Guard Warranty Corporation, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-881-4774, Service Warranty Association License Number 506336130.
2. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.
3. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date if no claims have been authorized or paid. After thirty (30) days, or if a claim was authorized or paid within the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the

amount of ten (10%) percent of the pro-rata refund amount or fifty (\$50) dollars, whichever is less.

4. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel the Agreement, We will mail You written notice at least thirty (30) days prior to the effective date of cancellation.
5. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

## OREGON

1. Section 10, Arbitration, is replaced in its entirety by the following: The parties may agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and whether Your dispute is with Obligor, the Dealer or the Insurance Company listed in the Section 11, Settlement, will be settled by impartial arbitration in accordance with the Oregon Uniform Arbitration Act. To initiate arbitration, You must notify Us in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Us with at least three (3) proposed arbitrators. We have the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If We demonstrate that none of the three (3) proposed arbitrators are neutral, the Arbitrator will be appointed in accordance with O.R.S. § 36.645. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Oregon and will be held in Your county of residence, or any other county in Oregon agreed to by You and Us.

## SOUTH CAROLINA

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel the Agreement, We will mail a written notice to You at least fifteen (15) days prior to the effective date of cancellation and state the effective date of the cancellation and the reason for the cancellation.
3. If You have questions, concerns or complaints regarding the Agreement, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or at 1-800-768-3467.

## TEXAS

1. Safe-Guard Products International, LLC's Texas Administrator License Number is 203.
2. Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, less any claims paid. If canceled after the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid. This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, less any claims paid. If canceled after the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. If Your cancellation refund is not paid within forty-five (45) days after Our receipt of Your written cancellation notice, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206.
3. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel the Agreement, We will provide written notice at least five (5) days prior to cancellation and state the effective date of cancellation and the reason for cancellation.

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- Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 1-800-803-9202.

## UTAH

- Coverage afforded under this service agreement is not guaranteed by the Property and Casualty Guaranty Association.
- Section 7, How to File a Claim, is amended to include the following: Your failure to contact the Administrator within the specified time frame will not invalidate Your claim if You can demonstrate that it was not reasonably possible to give notice or file Your claim within the prescribed time frame and that Your notice was given as soon as reasonably possible. Emergency Repairs are not limited to those required because the Covered Vehicle is inoperable or unsafe to drive.
- Section 10, Arbitration, is replaced in its entirety by the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Us. The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You from bringing an action arising under this Agreement in a small claims court having proper jurisdiction.
- Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price, less any claims paid, within sixty (60) days of the Agreement Purchase Date. After sixty (60) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of fifty (\$50) dollars. We cannot cancel the Agreement except for material misrepresentation at the time of sale, a substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, substantial breaches in contractual duties, conditions or warranties, or non-payment of the Agreement Retail Price, in which case You will be notified by certified mail at least thirty (30) days prior to the effective date of cancellation. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less claims paid.
- This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 3110 State Office Building, Salt Lake City, UT 84114, 800-439-380.

## VERMONT

- Residents of Vermont are not required to abide by Section 10, Arbitration, but may voluntarily choose to participate in the arbitration process.

## VIRGINIA

- If any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

## WASHINGTON

- The Obligor of this Agreement is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 844-881-4774.
- The following notice is added:  
**IMPLIED WARRANTY OF MERCHANTABILITY:** The Implied Warranty of Merchantability on the Covered Vehicle is not waived if the Agreement has been purchased within ninety (90) days of the purchase date of the Covered Vehicle from the dealer who also sold the Vehicle.
- Section 10, Arbitration, is replaced in its entirety by the following: You agree that all individual, class action, or other claims arising from or relating to this Agreement, whether in contract, tort, pursuant

to statute, regulation, ordinance or in equity or otherwise, are subject, at Your, the Dealer's, or Our election, to neutral binding arbitration by the American Arbitration Association ("AAA") under the applicable AAA rules then in effect as modified by this Arbitration Provision. This includes, but is not limited to, claims asserted by You against the Dealer, Us, Our affiliates, and/or their (and their affiliates') employees, officers, successors, or assigns. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration unless otherwise modified by state law and will be held at a location in close proximity to Your permanent residence. The Arbitrator shall follow applicable statutes of limitations, shall honor claims of privilege recognized at law, and, if timely requested by either party, shall provide a brief written explanation of the award's basis. Each party shall be responsible for its own attorney, expert, or other fees unless applicable law provides otherwise. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right to arbitrate a class action or in a private attorney general capacity, and there shall be no joinder or consolidation of parties, except for parties to the same contract. In the event of a conflict between this Arbitration Provision and any other applicable arbitration provision, the other provision's terms shall apply; provided, however, that this Arbitration Provision's prohibition on class-wide arbitration shall apply. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Agreement; provided, however, that if the provision prohibiting class-wide arbitration is deemed invalid, then this entire Arbitration Provision shall be null and void. This Arbitration Provision shall not apply to any individual claim brought by You in small claims court, unless such claim is transferred, removed or appealed to a different court. The decision reached in arbitration will be binding. This Arbitration Provision will survive any termination, payoff, or transfer of this Agreement. Information regarding AAA and its procedures for filing a claim can be found at [www.adr.org](http://www.adr.org). The State of Washington shall be the jurisdiction for any civil action in connection with this Agreement.

- Section 9(B), Cancellation — How Refunds are Calculated, is replaced in its entirety by the following: This Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date, if no claims have been incurred. After thirty (30) days, or if a claim was incurred during the first thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a processing fee in the amount of twenty-five (\$25) dollars. A ten (10%) percent penalty per month will be added to any refund that is not paid within thirty (30) days of Our receipt of Your written cancellation request.
- Section 9(C), Cancellation — Cancellation by Us, is replaced in its entirety by the following: We may cancel this Agreement within sixty (60) days of the Agreement Purchase Date for material misrepresentation or fraud or for non-payment of the Agreement Retail Price, in which case You will be notified for the reason for cancellation and the effective date of cancellation by certified mail at least twenty-one (21) days prior to the effective date of cancellation. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid. After sixty (60) days from the Agreement Purchase Date, We cannot cancel this Agreement for any reason.
- Section 11, Settlement, is replaced in its entirety by the following: Our obligations under this Agreement are guaranteed under Warranty Reimbursement Policy #2622-WA issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206. You may file a claim or cancellation request directly with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206.
- How to File A Claim - Section B. Emergency Repairs: any reference to a five hundred (\$500) dollar maximum cost for emergency repairs is deleted in its entirety.

## WASHINGTON D.C.

- Section 9(B), Cancellation - How Refunds are Calculated, is deleted in its entirety and replaced with the following: This Agreement may be cancelled for a full refund of the Agreement Retail Price less any claims paid within thirty (30) days of the Agreement Purchase Date. After thirty (30) days any refunds will be calculated pro-rata

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based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of (i) fifty (\$50) dollars or (ii) ten (10%) percent of the Agreement Retail Price. A ten (10%) percent penalty per month will be applied to any refund that is not paid or credited within forty-five (45) days after Your return of this Agreement to the Administrator/Obligor.

2. Section 9(C), Cancellation - Cancellation by Us, is deleted in its entirety and replaced with the following: If We cancel this Agreement, We will mail You written notice at least five (5) days before the effective date of cancellation. The written notice will state the effective date of the cancellation and the reason for cancellation. Prior written notice will not be required if the reason for the cancellation is non-payment of the Agreement Retail Price, a material misrepresentation by the Customer to the Obligor/Provider, or a substantial breach of duties by the Customer relating to the Covered Vehicle or its use. If We cancel this Agreement for any reason other than non-payment of the Agreement Retail Price, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.

## WISCONSIN

1. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
2. Section 7, How to File a Claim, is amended to include the following: You must submit a claim for reimbursement to Us for an emergency repair along with all required documents within one (1) year of authorization or commencement of the emergency repair.
3. Section 10, Arbitration, is deleted in its entirety.
4. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price within thirty (30) days of the Agreement Purchase Date provided that no claims were made during the first thirty (30) days. The right to cancel the Agreement during the first thirty (30) days is not transferable and only applies to the Customer listed on the Registration Page. A ten (10%) percent monthly penalty will be applied to any refund not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement during the first thirty (30) days. An Agreement canceled by the Customer during the first thirty (30) days under which a claim was made during the first thirty (30) days, or an Agreement canceled by the Customer after the first thirty (30) days are both eligible for a pro-rata refund calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less claims paid, less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. In the event of total loss of the Covered Vehicle, You may cancel this Agreement, in which case Your refund will be calculated pro-rata based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less any claims paid. We cannot cancel the Agreement except for a material misrepresentation made by You, non-payment of the Agreement Retail Price, or a substantial breach of duties by You relating to the Covered Vehicle or its use, in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at last five (5) days prior to the effective date of cancellation. If We cancel the Agreement for any reason other than non-payment of the Agreement Retail Price, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less claims paid.
5. Section 9, Cancellation, is amended to include the following: If the Covered Vehicle is deemed a total loss by Your primary insurer, You may cancel this Agreement and receive a pro-rata refund of any unearned provider fee, less any claims paid, and no cancellation fee will be charged. The refund amount will be payable to the Customer or the financial institution/lienholder, where applicable.
6. Section 11, Settlement, is replaced in its entirety by the following: Obligations of the Provider under this Agreement are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-209-6206. In the event We do not provide, or reimburse or pay for, a service that is covered under the Agreement within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Virginia Surety Company, Inc.
7. Section 3(G)(4) is deleted in its entirety.

## WYOMING

1. Sections 9(B), 9(C), and 9(D), Cancellation — How Refunds are Calculated, Cancellation — Cancellation by Us, and Cancellation — Refunds to Lender/Lessor, are replaced in their entirety by the following: The Agreement may be canceled for a full refund of the Agreement Retail Price, less any claims paid within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, a pro-rata refund will be calculated based upon the greater of the time or mileage expired from the Agreement Purchase Date and the Current Odometer Reading, less a fifty (\$50) dollar processing fee. A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement. We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of the Agreement Retail Price, in which case You will be notified of the reason for the cancellation and the effective date of the cancellation by certified mail at Your last known address at least ten (10) days prior to the effective date of cancellation. If We cancel the Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid. Any refund due will be made payable jointly to You and the Lender/Lessor unless You provide Us with written documentation from Lender/Lessor stating that the Finance Agreement has been paid in full. If the cancellation of the Agreement occurs as a result of total loss or the repossession of the Covered Vehicle, any refund due may be paid directly to the Lender/Lessor.
2. Section 10, Arbitration, is replaced in its entirety by the following: At the time of any disagreement between the Customer and the service contract Provider, in a separate written agreement, the parties may voluntarily agree to submit their matters of difference to arbitration in accordance with the Wyoming Uniform Arbitration Act, and that the results of arbitration are binding on the parties without the right of appeal.