

Porsche Protection Plan Vehicle Service Protection Terms & Conditions

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. SCHEDULE OF COVERAGE

A. POWERTRAIN PLAN COVERAGE

If You purchased the Powertrain 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 seats 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.

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

B. PLATINUM PLAN COVERAGE

If You purchased the Platinum 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. 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 Plan.

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

No Deductible applies to the following benefits:

TOWING & ROADSIDE ASSISTANCE:

The following Emergency Roadside Assistance services are available 24 hours a day, 365 days a year by calling 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:

- **Flat Tire Assistance** — service consists of the removal of the flat tire and its replacement with the Covered Vehicle's spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** — a two (2) gallon emergency supply of fuel, oil, fluid and water will be delivered if the Covered Vehicle is 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.
- **Battery Assistance** — if battery failure occurs, a jump-start will be provided to start the Covered Vehicle.

CAR RENTAL: If the Covered Vehicle experiences a covered Mechanical Breakdown, or a Mechanical Breakdown solely excluded from coverage by Exclusion 6A, 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.

6. EXCLUSIONS

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, shock absorbers or McPherson struts, 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**

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- 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 Plan: standard transmission clutch components, 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, electronic transmitting devices (except electronic entry systems-remote entry receiver, sender and module, and tire pressure monitoring system and/or sensors), 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.
- 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; 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 You 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.

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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.

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 PROCEDURES

This Agreement is transferable to a private party (not including dealerships) within thirty (30) days of the Covered Vehicle's resale, subject to a fifty (\$50) dollar transfer fee. To transfer this Agreement, please submit your request in writing using a transfer form, along with a copy of the Registration Page, the document demonstrating assumption by a third party, and a check for fifty (\$50) dollars to Administrator at the address listed on the Registration Page. You may obtain a copy of the transfer form by contacting Administrator. This Agreement is not transferable to another vehicle or a dealership. A request to transfer the Agreement will result in the transfer of all Coverages purchased as evidenced on the Registration Page.

9. CANCELLATION PROCEDURES

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

A. Your Right to Cancel the Agreement

1. This Agreement may be cancelled by You 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 based on the number of days remaining in the Agreement Term, less claims paid, less a fifty (\$50) dollar processing fee, unless otherwise required by applicable state law.~~

2. To initiate the cancellation process, please contact the Administrator or the Selling Dealer. Any refund amount owed will be payable to the Customer or to the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Customer, and received by Safe-Guard Products International, LLC at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. To obtain cancellation forms or to check the status of a cancellation, visit www.porsche-protection-plan.com. If this Agreement was provided at no cost, the Customer is not entitled to a refund.

B. Our Right to Cancel the Agreement; Lienholder's Right to Cancel the Agreement

1. We may cancel this Agreement for non-payment of the Agreement Retail Price, for Your misrepresentation when purchasing the Agreement or during the submission of a claim, if the Covered Vehicle is found to be modified in a manner not recommended by the manufacturer, if You use the Covered Vehicle for a Prohibited Commercial Purpose. Any refunds will be calculated pro-rata based on the number of days remaining in the Agreement Term, less claims paid, unless otherwise required by applicable state law.
2. If the purchase of the Covered Vehicle and the purchase of this Agreement have been financed, the lienholder shown on the Registration Page may cancel this Agreement for non-payment, or may cancel if the Covered Vehicle is declared a total loss or is repossessed.

10. ARBITRATION PROCEDURES

You 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 the Administrator/Obligor, or Selling 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.

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.

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.