

# Porsche Protection Plan Multi-Coverage Protection Terms & Conditions

## 1. INTRODUCTION AND PARTIES

This Porsche Protection Plan Multi-Coverage Protection service contract ("Agreement") is between the Customer (referred to herein as "Customer", "You" or "Your") listed on the Registration Page and the Administrator/Obligor: Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328, 844-881-4774, Vehicle Service Contract Provider license # 0F57888 (referred to herein as "We", "Us", or "Our"). **For Administration and Claims Assistance, please call: 844-881-4773.**

## 2. DEFINITIONS

**Administrator, Obligor, We, Us, Our** mean Safe-Guard Products International, LLC Two Concourse Parkway, Suite 500, Atlanta, GA 30328.

**Agreement** means this Porsche Protection Plan Multi-Coverage Protection service contract entered into between You and Us and each of the coverages selected on the Registration Page.

**Agreement Purchase Date** means the date on which You purchased/leased the Covered Vehicle and also the date on which You purchased this Agreement.

**Agreement Term** means the time in months, as indicated on the Registration Page, during which the Covered Vehicle is covered by this Agreement.

**Customer, You, Your** mean the individual shown on the Registration Page (the purchaser/lessee of the Covered Vehicle) or the individual to whom this Agreement was last transferred under the transfer provisions of this Agreement.

**Cosmetic Damage** means damage to a wheel that does not affect the performance of the wheel or its ability to seal with the tire (i.e. nicks and scrapes) and can be repaired by sanding, painting or refinishing the wheel without the need to (i) apply an additive material to the wheel or (ii) bend or straighten the wheel, and is limited to factory wheel brushed or painted surfaces.

**Covered Vehicle** means the vehicle that is described on the Registration Page.

**Dealer** means the automotive dealership described on the Registration Page that sold/leased the Covered Vehicle and sold this Agreement to the Customer.

**Permitted Commercial Purpose** means a commercial purpose generally 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 any condition, damage, or wear 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.

**Road Hazard** means a hazard that is encountered while driving on a publicly or privately maintained roadway, including, but not limited to, nails, glass, potholes, curbs, rocks, wood debris, metal parts, plastic, or composite scraps. Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are deemed not to be a Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.

**Structural Damage** is defined as and is limited to the following conditions for **tires**: (i) the inner liner of the tire is punctured by a Road Hazard and will not hold air; (ii) damage to the inner liner of the tire caused by a Road Hazard that results in a bubble in the sidewall or tread of the tire; and/or (iii) damage to the exterior of the tire caused by a Road Hazard that results in the exposure or severing of the tire's cords or belts. Structural Damage is defined as and is limited to the following for **wheels**: Road Hazard damage affecting the performance of the wheel to the extent that the wheel fails

to seal with the tire, or other condition caused by Road Hazard damage that prevents the wheel from maintaining the manufacturer's air pressure specifications.

## 3. GENERAL TERMS AND CONDITIONS

**Time of Purchase or Lease:** This Agreement is only valid if purchased at the time of purchase or lease of the Covered Vehicle.

**Coverage(s):** If You selected the Platinum Protection Package option, You are entitled to the coverages described in Sections 4–7. If You selected the Gold Protection Package option, You are entitled to the coverages described in Sections 4–6. If You selected the Bronze Protection Package option, You are entitled to the coverages described in Sections 4–5. If You selected any of the individual Protection Products You are entitled to the corresponding coverage(s) described herein.

**Agreement Term:** The term of the Agreement begins on the purchase date of the Agreement and expires at the end of the term indicated on the Registration Page, which shall not exceed eighty-four (84) months.

**Deductible:** You are responsible for a fifty (\$50) dollar per visit deductible for each claim filed under the Premier Tire & Wheel Protection coverage. Fifty (\$50) dollars will be deducted from any reimbursement You may be entitled to under this Agreement. Only one (1) fifty (\$50) dollar deductible will be incurred per claim regardless of how many tires and/or wheels are being replaced at that time. There is no deductible associated with the repair of Cosmetic Damage.

**Payment Terms:** The Agreement Retail Price is due and payable at the time of purchase of the Agreement. Payment may also be incorporated into the Customer's Finance Agreement/Retail Installment Sale Contract/Lease Agreement.

**Salvage:** Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

## 4. PREMIER TIRE & WHEEL PROTECTION

### A. STRUCTURAL DAMAGE

In the event a tire or wheel attached to the Covered Vehicle suffers Structural Damage due to a covered Road Hazard, this Agreement will reimburse the Customer for the approved costs associated with the replacement of the damaged tire and/or wheel subject to the following terms and conditions:

1. If a tire and/or wheel suffers Structural Damage, Administrator will reimburse You for (1) an approved replacement tire and/or wheel of like kind and quality, and which meets the manufacturer's specifications, including diameter measurement, at the average regional retail market rate and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, environmental fees and taxes. **Replacement parts utilized in covered repairs will be genuine Porsche new parts, Porsche-approved parts, remanufactured parts, or like kind and quality parts, based upon availability.**
2. We will cover the replacement of tire pressure monitors if they are damaged by a Road Hazard. **This Agreement does not cover the replacement of air pressure monitors that are damaged while removing the tire or wheel from the Covered Vehicle.**
3. We will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to two hundred fifty (\$250) dollars.
4. Other than carbon fiber wheels and magnesium wheels, replacement or aftermarket tires and wheels that are the same diameter as the damaged OEM tire and/or wheel will be covered for the Agreement Term. **Any replacement or aftermarket tires or wheels failing to meet the Covered Vehicle's manufacturer's specifications are excluded from coverage.**
5. **You are responsible for a fifty (\$50) dollar per visit deductible for each claim filed under the Premier Tire & Wheel Protection coverage. Fifty (\$50) dollars will be deducted from any reimbursement You may be entitled to under this Agreement. Only one (1) fifty (\$50) dollar deductible will be incurred per claim regardless of how many tires and/or wheels are being replaced at that time.**

### B. COSMETIC DAMAGE

1. If an alloy or aluminum wheel suffers Cosmetic Damage that

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can be repaired by sanding, painting or refinishing the wheel without the need to (i) apply an additive material to the wheel or (ii) bend or straighten the wheel. We will authorize the repair of the Cosmetic Damage utilizing Our authorized wheel repair network. Administrator will determine the best repair process for the Cosmetic Damage.

2. **The number of repairs for Cosmetic Damage is limited to a total of eight (8) individual wheel repairs during the Agreement Term.**
3. **There is no deductible associated with the repair of Cosmetic Damage.**

## C. LIMITATIONS OF COVERAGES

1. **Tread Depth Requirement: Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.**
2. **Owner Responsibilities: Maintain air pressure at Covered Vehicle's/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Failure to replace a tire with any of these conditions may void Your claim benefit.**
3. **Cosmetic Damage Coverage:**
  - a) The Cosmetic Damage coverage provided by this Agreement is limited to the repair of the damaged wheel and will not result in the re-manufacturing or replacement of the damaged wheel. Excessive cosmetic repairs to a wheel may result in Structural Damage. If the Structural Damage to the wheel is caused by excessive cosmetic repairs, Administrator will not cover the replacement of the damaged wheel.
  - b) **The number of repairs for Cosmetic Damage is limited to a total of eight (8) repairs during the Term of this Agreement.**
  - c) In the event that repair to a wheel under the Cosmetic Damage component of this Agreement requires the wheel to be painted, reasonable efforts will be made to match the original paint color. Replacement of a wheel will not be authorized solely because the paint used for a repair does not match the original paint color.
  - d) Chrome wheels, alloy wheels with chrome simulation, chrome-dipped wheels, fiberglass wheels, carbon fiber wheels, magnesium wheels, steel wheels, and powder coated wheels are not covered by the Cosmetic Damage portion of this Agreement.
4. **Companion Tire Limitation:** Although the manufacturer of the Covered Vehicle may recommend that if a certain tire is replaced, then the tire on the opposite side of the same axle should also be replaced (this tire is referred to as the "Companion Tire"), there is no coverage provided under this Agreement for the repair and/or replacement of a Companion Tire, unless it is Structurally Damaged due to a covered Road Hazard.

## D. NON-COVERED EXPENSES AND EXCLUSIONS

**Structural Damage not caused by a Road Hazard. Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Rental/replacement vehicle charges. Vehicle storage charges. Service on vehicles in unsafe condition for service or towing. Failures resulting from normal wear and tear. Service or towing on roads not regularly maintained. Tire/wheel accessories. Garage and/or shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire/wheel or replacement tire/wheel. Any towing cost exceeding two hundred fifty (\$250) dollars and/or not related to the repair/replacement of a tire/wheel damaged due to a covered road hazard. Tires with less than 3/32" tread depth at the lowest point on the tire. Damage due to sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot or vandalism. After-market tires or wheels which do not meet the**

**manufacturer's specifications and guidelines. Cosmetic Damage to tires. Greater than eight (8) individual Cosmetic Damage wheel repairs. Replacement of a Companion Tire, unless it is Structurally Damaged. Carbon fiber wheels. Magnesium wheels. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Consequential and incidental damages. Recapped tires and racing tires. Damage caused by off-roading or occurring on unmaintained roads, beaches and open fields. Damage caused by racing on-road or off-road. See General Exclusions section.**

## E. CLAIM PROCEDURES

If a tire and/or wheel is damaged by a Road Hazard during the term of this Agreement, You must bring the Covered Vehicle to Dealer or Your nearest authorized Porsche dealer for inspection and service. Administrator may only require the Customer to return to the Dealer or another specific facility for repairs if the cost to tow the Covered Vehicle from (i) the location the damage occurred or (ii) the Customer's residence to the dealership or repair facility is within the reimbursable limit of two hundred fifty (\$250) dollars. Dealer will inspect the Covered Vehicle and provide the required information to Administrator. If Administrator determines the damage is covered by the Agreement, then Dealer will perform the repair/replacement in accordance with the section of this Agreement entitled, "Premier Tire & Wheel Protection Coverages." If You are unable to return to Dealer or any other authorized Porsche dealer, You must call Administrator at 844-881-4773 for a claim tracking number PRIOR to initiating a covered replacement. Administrator's business hours are Monday through Friday, 7:00 am – 8:00 pm EST and Saturday, 8:00 am – 5:00 pm EST. Repairs or replacements performed during non-business hours MUST be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to reimbursing You for any claim. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim payable under this Agreement. If a tire is damaged to the extent it is obliterated or is no longer recognizable as a tire and the Customer signs a notarized statement to that effect, the inspection requirement will be waived. For reimbursement of towing expenses or repairs performed by anyone other than Dealer, You must submit a copy of (1) this Agreement, (2) Your claim tracking number, and (3) invoice and receipts indicating repair/replacement and tread depth and/or a receipt for towing from a licensed towing company to Administrator via e-mail at [claims@porsche-protection-plan.com](mailto:claims@porsche-protection-plan.com), fax at 844-368-6411 or mail at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. Administrator has the right to reasonably request any other documents or information necessary to process the claim. Replacement parts may consist of non-original manufacturer's parts.

## 5. DENT PROTECTION

### A. COVERAGE

Pursuant to this Agreement, We will cover the costs associated with the Paintless Dent Repair (PDR) process. PDR is a process developed by automobile manufacturing production teams that uses specialized hand tools to gently push the dented metal back to its original form. This process removes door dings and minor dents without harming the Covered Vehicle's factory finish. This Agreement covers the removal of dents and/or dings within an accessible area located on a horizontal or vertical body panel of the Covered Vehicle which are no larger than four (4) inches in diameter.

### B. LIMITATIONS OF COVERAGE

This Agreement is limited to vehicles with steel or aluminum body panels. The dent and dings must be accessible in order to be covered by this Agreement and repaired by the PDR process.

### C. EXCLUSIONS

**Large or deep dents. Dents in excess of four (4) inches in diameter. Body panels which utilize plastic, fiberglass, carbon fiber or other non-metal composite body panels. Dents or dings which have broken the paint or punctured the metal of the Covered Vehicle. Dents or dings on a roof panel that are determined to be inaccessible or un-repairable due to the presence of a moon roof or sunroof. Dents or dings that are determined to be inaccessible due to aftermarket services or equipment installed on the Covered Vehicle and/or where such equipment has altered the Covered Vehicle's original or**

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normal body configuration. Creased metal. Edges where it is determined that the Covered Vehicle's bracing does not allow for the PDR process. Any dent or ding that if repaired could in any way damage the Covered Vehicle's original manufacturer's paint or finish. This Agreement does not cover the replacement of vehicle body panels, sanding, bonding, or painting. Hail damage. See General Exclusions section.

## D. CLAIM PROCEDURES

Call Administrator at 844-881-4773 to schedule Your appointment ("Service Call"). Do not initiate a repair prior to contacting Administrator or it may void Your claim benefit.

Administrator will use its best efforts to schedule a Service Call as soon as possible and at a time that is convenient for You. However, the Service Call will be based on the technician's schedule. Repairs may be performed at the dealership where the Covered Vehicle was purchased or leased, or at another location agreed to by You. You are entitled to a written explanation for any dent or ding deemed un-repairable using the PDR process.

## E. DEDUCTIBLE

There is no deductible associated with the Dent Protection component of this Agreement.

## 6. WINDSHIELD PROTECTION

### A. COVERAGE

Pursuant to this Agreement, We will cover the costs to repair and/or replace the Covered Vehicle's front windshield if chipped or cracked by propelled rocks or other Road Hazards.

### B. LIMITATIONS OF COVERAGE

This Agreement covers the repair and/or one (1) replacement of the front windshield of the Covered Vehicle. In the event the front windshield is replaced pursuant to this Agreement, We will also cover the approved cost to recalibrate the front windshield up to five hundred (\$500) dollars.

### C. EXCLUSIONS

**Damage to areas of the Covered Vehicle other than the front windshield. Damage to the windshield that cannot be repaired, as determined by the windshield repair technician, or if the repair would result in an obstruction of the driver's line of sight, or other safety issues. Damage caused by hail, vandalism or neglect. Cracks on the inside of the windshield are not covered by this Agreement. More than one (1) replacement of the front windshield. Any cost to recalibrate the front windshield, unless it is replaced pursuant to the coverage provided under this Agreement. Any cost to recalibrate the front windshield that exceeds five hundred (\$500) dollars. See General Exclusions below.**

### D. CLAIM PROCEDURES

Call Administrator at 844-881-4773 to initiate a covered claim. Work may be performed at Dealer, or at another location agreed to by You. Failure to use a service provider in Administrator's network may void Your claim benefit.

### E. DEDUCTIBLE

There is no deductible associated with the Windshield Protection component of this Agreement.

## 7. KEY PROTECTION

### A. KEY PROTECTION DEFINITIONS

**"Covered Replacement Cost"** means the customary parts and labor costs required to complete the repair or replacement of the Covered Vehicle Key/Remote, which in no case shall exceed the manufacturer's suggested retail for a replacement key/remote. We reserve the right to use "like kind and quality" replacements for lost or damaged keys/remotes.

**"Covered Vehicle Key/Remote"** means one of the key/remotes provided to You at the time of the Covered Vehicle's original delivery.

### B. COVERAGES AND LIMITATIONS

#### 1. EMERGENCY KEY REPLACEMENT ASSISTANCE

If You have misplaced the Covered Vehicle Key/Remote, the Covered Vehicle Key/Remote or transponder are damaged and will not work, or the Covered Vehicle Key/Remote are locked in the Covered Vehicle, Emergency Key Protection 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 the number listed below for any of these benefits: Towing to the nearest registered service facility or location of the Customer's choice, up to the benefit limit of two hundred fifty (\$250) dollars per occurrence, and Lockout Assistance (cost of key cutting /replacement extra, see Lost/ Damage Key Benefit below). "Sign & drive" means You incur no out-of-pocket expense. Emergency Key Protection Assistance benefit limits are available up to a maximum of one hundred (\$100) dollars per incident during the term of Your Agreement. All service fees exceeding this maximum benefit are the responsibility of the Customer. Only service requests provided through the phone numbers below will be honored. Services are not available in areas where state providers are exclusively utilized. For service in the United States and Canada call **1-833-407-6265** (toll free). **When calling for service, please be prepared to provide Your name (as listed on the Agreement) and last 7 digits of the VIN (Vehicle Identification Number) of the Covered Vehicle. The VIN is located on Your Auto Insurance card, inside the driver's side door, or on the lower part of the dashboard on the driver's side of the Covered Vehicle.**

#### 2. LOST/DAMAGED KEY REPLACEMENT BENEFIT TERMS AND CONDITIONS

In the event a Covered Vehicle Key/Remote is: lost, stolen, damaged or destroyed, assistance will be provided to unlock the Covered Vehicle and/or to replace the keys and/or remote as needed. Simply call the 24-Hour Assistance toll-free number for locksmith assistance or Key/transponder replacement assistance. There will be no out of pocket expenses for covered locksmith services up to the one hundred (\$100) dollars benefit limit per occurrence for entry into the Covered Vehicle. Additionally, You are eligible for reimbursement consideration for one (1) replacement key and/or remote (if remote is also lost, stolen or destroyed) up to, but not to exceed, eight hundred (\$800) dollars per incident. Covered replacement cost consideration will be made for reasonable and customary expenses, determined by Administrator using Our original equipment manufacturing pricing index or nationally recognized parts and labor resources, for key parts/transponder components and labor (if required to re-program key remotes) which in no case shall exceed the manufacturer's suggested retail pricing for a replacement key/remote. We reserve the right to use like kind and quality replacements for lost or damaged keys/remotes. **Prior authorization is required for ALL key replacements.** If after hours and a key/remote cannot be made and programmed, towing will be provided to the nearest registered service facility or location of the Customer's choice, up to the benefit limit of two hundred fifty (\$250) dollars per occurrence.

#### 3. KEY REPLACEMENT EXCLUSIONS

- Any replacement key made without Our prior authorization.
- Any cost or key replacement for which the manufacturer has announced its responsibility through any means, including public recalls or factory service bulletins.
- Any replacement cost covered by a repairer's/ supplier's guarantee or warranty.
- Any programmable key replacement for a vehicle not listed on the registration page of this Agreement.
- Any consequential damages or loss, whether direct or otherwise, resulting from the failure or loss of a covered vehicle key.
- Any key replacement if it is determined that You did not receive at least two (2) copies of the MASTER key to the Covered Vehicle on the Agreement Purchase Date.
- Any key replacement occurring outside the United States or Canada.
- Fraud, misuse, overuse or improper use of benefits beyond original intent of benefit design.
- Dealer or lease company subrogation for key replacement costs during vehicle return process.

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## 4. TAXI, RENTAL VEHICLE, PUBLIC TRANSPORTATION BENEFIT

In the event of a covered key replacement, if the Customer is unable to replace keys and/or drive the Covered Vehicle on the same day, Administrator will reimburse Customer for costs related to taxi, rental vehicle, and/or other public transportation services up to, but not to exceed seventy-five (\$75) dollars. Customer must pay for transportation in full and submit receipts from a licensed taxi, rental vehicle company, and/or public transportation company for reimbursement. Mail receipts and a copy of the Registration Page within thirty (30) days of incident to: Key Replacement, 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388.

## C. LOST/DAMAGED KEY PROTECTION CLAIMS PROCEDURE

Call **1-833-407-6265** (toll free) for prior authorization (by Dealer or Customer) and to initiate the claims process. If You are within fifty (50) miles of Dealer please return to Dealer for key/remote replacement process.

1. Obtain a tracking number from Administrator for key replacement consideration.
2. Customer or Dealer must pay for key/remote replacement at a servicing dealership or qualified key replacement facility.
3. Secure "paid" invoice with pre-printed facility information and mail to the address below.
4. Mail invoice and copy of the first page of this Agreement within thirty (30) days of incident to: Key Replacement, 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388.

**Emergency Claim Procedures** — If a key must be replaced when Our claims office is closed and prior authorization for the replacement cannot be obtained, Customer should proceed with the claim procedure listed above and contact Us for reimbursement consideration instructions on the next business day. Administrator reserves the right to limit, reduce, or discontinue certain road service benefits in the event it is determined, and at its sole discretion, that Customer may have committed fraud, abuse, or improper use of the original benefit intent.

## D. DEDUCTIBLE

There is no deductible associated with the Key Protection component of this Agreement.

## 8. GENERAL EXCLUSIONS

**The following exclusions are applicable to all coverages listed in this Agreement: Damage occurring outside the United States, its territories, or Canada. Damage resulting from the Covered Vehicle's involvement in an accident or collision. Consequential damages. Damage caused by Acts of God, floods or fires. Damage caused by acts associated with terrorism. Damages caused by or occurring on roads not regularly maintained. Damage caused by off-roading or occurring on unmaintained roads, beaches and open fields. Damage due to the operation, use or maintenance of the Covered Vehicle during competition, racing, track use or other events. Damage to vehicles used for a Prohibited Commercial Purpose. Any damage covered by (1) Customer's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number or claims not filed within thirty (30) days of the date the damage occurs.**

**This Agreement does not cover Pre-Existing Conditions.**

## 9. TRANSFER PROCEDURE

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. A request to transfer the Agreement which complies with all of the requirements listed in this Section 9, Transfer Procedure, will result in the transfer of all coverages purchased under this Agreement.

## 10. CANCELLATION PROCEDURE

- A. You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, if no claims have been made against the Agreement. If You cancel this Agreement within sixty (60) days of the Agreement Purchase Date and a claim has been made against the Agreement, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) twenty-five (\$25) dollars, whichever fee is less. The refund amount will be paid within thirty (30) days of Your written request to cancel the Agreement.
- B. Any refund amount owed will be payable to the Customer or the Lender/Lessor, where applicable. A request to cancel this Agreement will result in the cancellation of all coverages purchased under this Agreement. If this Agreement was provided at no cost, the Customer is not entitled to a refund. To cancel this Agreement, please submit Your request in writing using a cancellation form, along with a copy of the Registration Page, to Dealer or Administrator. All cancellation requests must be made in writing, signed by the Customer, and received by the Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. The effective date of such cancellation is the date such written notice is received by Administrator or Dealer. To obtain cancellation forms or to check the status of a cancellation, please contact Administrator or Dealer.
- C. We may cancel this 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. If We cancel the Agreement within the first sixty (60) days, We will provide a full refund of the Agreement Retail Price, unless We have paid a claim under this Agreement or advised You in writing that We will pay a claim, in which case We will provide to You a pro-rata refund of the Agreement Retail Price, less any approved claims. We may cancel this Agreement at any time for non-payment of the Agreement Retail Price, material misrepresentation, or fraud by You, by providing You with a notice of cancellation and a full refund of the Agreement Retail Price, unless We have paid a claim under this Agreement or advised You in writing that We will pay a claim, in which case We will provide a pro-rata refund of the Agreement Retail Price, 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.

## 11. ARBITRATION PROCEDURE

You and the Administrator, Obligor, Selling Dealer and the Insurance Company listed in the Settlement Section ("Us") agree that all individual claims or disputes arising from or relating to this 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 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**

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**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. Any arbitration proceedings arising under this 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. Additionally, the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. If there is any conflict of law, California law will control over Federal law. 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.

## 12. SETTLEMENT

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 the Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name, address and telephone number of the insurance company is: Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 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 via the address or phone number listed above or access the department's Internet Website ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

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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.**