Porsche Protection Plan Electric Vehicle Service Protection Terms & Conditions

1. INTRODUCTION AND PARTIES

A. The vehicle service contract obligations arising out of the Porsche Protection Plan Electric 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) the service contract provider (hereinafter referred to as "Administrator," "Obligor," "Provider," "We," "Us," and "Our"), and the Customer whose information appears on the Registration Page (hereinafter referred to as "Customer," "You," and "Your"). In Oklahoma, the Obligor is Safe-Guard Warranty Corporation, Service Warranty Association License Number 506336130. In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604. Agreement **For administration, including transfer and cancellation requests, and claims assistance, please contact the Administrator at 1-844-881-4774 or in writing at Two Concourse Parkway, Suite 500, Atlanta, GA 30328.**

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 Failure, 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:

A. **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.

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

C. **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. Please see Section 3, General Agreement Terms, subsection A, Agreement Coverage Term, for additional information regarding how Your Agreement Coverage Term will be measured.

D. **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.

E. **Covered Part** means any original or like replacement part which is not specifically excluded from coverage in Section 5, Exclusions from Coverage.

F. **Covered Vehicle, Electric Vehicle** means the vehicle which is covered by this Agreement, as described on the Registration Page.

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

H. **Customer, You, Your** mean the individual described on the Registration Page (the purchaser/lessee of the Covered Vehicle) or the individual to whom this Agreement was properly transferred.

I. **Deductible** means the amount You are required to pay, as selected on the Registration Page, towards the repair cost of a covered Failure You will be required to pay the Deductible and any other costs not covered by this Agreement. If the same Covered Part previously repaired under this Agreement fails again, the Deductible will be waived.

J. **Failure** 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.

K. **High-Voltage Electric Battery** means a rechargeable battery that powers the electric motors of the Covered Vehicle.

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

M. **In Warranty** means the Covered Vehicle has at least one (1) day and one (1) mile of the Manufacturer's New Vehicle Limited Warranty remaining on the Agreement Purchase Date.

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

O. **Out of Warranty** means the Manufacturer's New Vehicle Limited Warranty has expired, either by time or mileage, such that the Covered Vehicle is no longer covered by the Manufacturer's New Vehicle Limited Warranty.

P. **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).

Q. **Porsche Center** means the authorized automotive Porsche Center described on the Registration Page that sold this Agreement to the Customer.

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

S. **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.

T. **Registration Page** means the first page of this Agreement. It lists information regarding You, the Covered Vehicle, the Coverage Plan, and other pertinent information.

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

1. **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.**

2. **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. Payments/Reimbursement for Covered Repairs

The repair facility should perform repairs authorized by Administrator covered under this Agreement without any charge to You for such repairs. If the repair facility does charge You for such 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. **Our Options**

Administrator will pay the repair facility directly, or reimburse You for the repair or replacement of any part covered by the Agreement. At Our discretion, replacement parts utilized in covered repairs will be genuine Porsche new or remanufactured parts, Porsche approved parts, or like kind and quality parts.

D. **Limits of Liability**

1. **For any one repair visit, all benefits paid or payable shall not exceed the actual cash value of the Covered Vehicle at the instant prior to the most recent loss as listed in a regionally used and industry accepted source, such as KBB or JD Powers.**
2. **The aggregate total of all benefits paid or payable during the Agreement Coverage Term shall not exceed: (a) the Vehicle Purchase Price listed on the Registration Page, if this Agreement was purchased on the same date that the Covered Vehicle was purchased/leased; OR (b) the NADA value of the Covered Vehicle on the Agreement Purchase Date, if the Covered Vehicle was purchased/leased before the Agreement Purchase Date.**
3. **The payment or reimbursement for repair or replacement of Covered Parts and the benefits stated under the PLATINUM COVERAGE PLAN section 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.**

E. **Deductible and Uncovered Costs**

For each repair visit to which You apply benefits hereunder, You will be responsible for the deductible amount listed on the Registration Page, and for any other costs not covered by this Agreement. If no deductible is listed on the Registration Page, the deductible will be $100 (disappearing). If You select a disappearing deductible and You return to the Porsche Center 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 Porsche Center for repairs and You find that the Porsche Center is out of business, please contact Administrator at 1-844-881-4774 for instructions. If the same Covered Part previously repaired under this Agreement fails again, the deductible will be waived.

F. **Miscellaneous**

1. **If You have any questions regarding this Agreement, You should contact the Porsche Center 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 Administrator's authorized representatives.
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.
7. **This Agreement is not an insurance policy, a warranty, or a guarantee.**

4. PLATINUM COVERAGE PLAN

In the event of a Failure of a Covered Part, We 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, less any applicable deductible, subject to the terms, conditions, and limitations herein. This Agreement may provide certain coverages which may already be included in the applicable manufacturer's warranty. **IF THE FAILURE, ROADSIDE EVENT OR TRIP INTERRUPTION BENEFIT COVERED UNDER THIS AGREEMENT IS ALSO COVERED UNDER ANY OTHER WARRANTY, ROADSIDE ASSISTANCE PROGRAM, SERVICE POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), AND IF SUCH OTHER COVERAGE IS LESS THAN THE COVERAGE PROVIDED HEREUNDER, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS AGREEMENT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

A. **Covered Parts**

Includes coverage for all Covered Parts due to a Failure EXCEPT for those items listed in the sections **"Exclusions from Coverage" (Section 5)** and **"Limits of Liability" (Section 3(E))**. All other terms and conditions of this Agreement remain unchanged. **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. However, any damage occurring as a result of fire is not covered under this Agreement.**

B. **Diagnostics Coverage**

We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered repair, not to exceed the labor time listed in a nationally recognized parts and labor guide such as Mitchell or Alldata. **DIAGNOSTIC/TEARDOWN TIME WILL NOT BE PAID IF THE DIAGNOSIS IDENTIFIES A FAILURE THAT IS NOT COVERED UNDER THIS AGREEMENT OR FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/ OR SOUND.**

C. **Fluid Coverage**

We will pay for replacement of necessary fluid and approved air conditioning refrigerant that must be replaced in conjunction with a covered repair. **There is a limit of one (1) air conditioning refrigerant recharge during the term of the Agreement.**

THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.

D. **Rental Car/Ride Share Service Reimbursement**

You will be allowed up to fifty ($50) dollars per day for a maximum of ten (10) days for car rental or ride share service expenses incurred, if required due to a covered Failure. For rental car: You are responsible for obtaining the rental car, and rental car expenses incurred must be from a licensed rental car agency or authorized Porsche Center. We will then reimburse You or, if possible, the authorized Porsche Center. **RENTAL CAR OR RIDE SHARE SERVICE REIMBURSEMENT IS NOT PROVIDED FOR SHOP SCHEDULING OR WORK NOT COVERED BY THIS AGREEMENT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR RENTAL CAR OR RIDE SHARE SERVICE. RENTAL OR RIDE SHARE SERVICE REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION.**

For reimbursement of receipts, please forward a copy of all paid receipts to Administrator, Two Concourse Parkway, Suite 500, Atlanta, GA 30328. This information must be forwarded within sixty (60) days of the disablement. You must provide Your name, a copy of this Agreement, and Your complete address and phone number.

E. 24 Hour Roadside Assistance

24 Hour Roadside Assistance is available on a "Sign & Drive" basis up to a maximum of two hundred ($200) dollars per occurrence throughout the United States and Canada 24 hours a day, 365 days a year during the Agreement Coverage Term. "Sign & D\drive" means You incur no out-of-pocket expense. For prompt service, simply call **1-855-550-9555** for any of these benefits:

1. **Towing Assistance:** When towing is necessary, as a result of a Failure, the Covered Vehicle will be towed to the nearest registered service facility or location of Your choice, up to the benefit limit of two hundred fifty ($250) dollars per occurrence. When towing is necessary, as a result of High-Voltage Electric Battery needing a charge, the Covered Vehicle will be towed to the nearest compatible charging station, or location of Your choice, up two hundred fifty ($250) dollars per occurrence. If there is a wait in order to charge the Covered Vehicle, the tow driver may take the Covered Vehicle to a different available charging station.
2. **Flat Tire Assistance:** Service consists of the removal of the flat tire and its replacement with the Covered Vehicle's spare tire. If there is no spare tire, Covered Vehicle will be towed to the nearest registered service facility or location of Your choice, up to the benefit limit of two hundred fifty ($250) dollars per occurrence.

   All service fees exceeding the maximum benefit are Your responsibility. Only service requests provided through the phone number listed above will be honored. Services are not available in areas where state providers are exclusively utilized. **When calling for service, please be prepared to provide Your name (as listed on the Registration Page) and the last 7 of the VIN (Vehicle Identification Number) of the Covered Vehicle. The VIN is located on the Registration Page, on Your Auto Insurance card, inside the driver's side door, or on the lower part of the dash board on the driver's side of the Covered Vehicle.**

   24 Hour Roadside Assistance Exclusions: Expenses for Failures caused by collision, fire, electric fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, wind storm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies, whether or not such insurance is in force for the Covered Vehicle.

F. Trip Interruption Benefit

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

If the Covered Vehicle suffers a Failure, and is one hundred (100) miles or more away from Your residence, and the repair is delayed overnight due to the unavailability of required parts, You may qualify for reimbursement up to a one thousand ($1,000) dollar maximum (two hundred ($200) dollars per day for up to five (5) days) for emergency travel expenses incurred. You may be reimbursed for one or more of the expenses listed if incurred within three (3) days (seventy-two (72) hours) following the disablement. Reimbursable charges include lodging, meals, and transportation, including airline, car rentals and ride share services, incurred in the vicinity where the disablement occurred. For reimbursement of expenses, please forward a copy of all paid receipts to 13901 Midway Road, Suite 102-429, Dallas, TX 75244-4388. This information must be forwarded within sixty (60) days of the disablement. You must provide Your name, a copy of this Agreement, and Your complete address and phone number.

Trip Interruption Benefit Exclusions: Expenses for Failures, expenses incurred due to theft of the Covered Vehicle, expenses incurred outside of the 72-hour time limit, meals and lodging not purchased in the vicinity of where the Covered Vehicle is repaired or purchases from a provider not customarily in the business of selling such services, expenses incurred in the name of someone other than You or Your spouse, telephone calls, photocopying fees, and expenses not specifically identified above as covered.

5. EXCLUSIONS FROM COVERAGE

THIS AGREEMENT WILL NOT PAY OR REIMBURSE YOU FOR:

A. THE HIGH-VOLTAGE ELECTRIC BATTERY IS NOT COVERED UNDER THIS SERVICE CONTRACT.

B. ANY ITEM COVERED BY THE COVERED VEHICLE MANUFACTURER'S ORIGINAL FACTORY WARRANTY. ANY COMPONENT, SYSTEM, OR EQUIPMENT NOT INSTALLED BY THE MANUFACTURER.

C. ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATIONS OR ADDITIONS TO THE COVERED VEHICLE OR THE PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATIONS OR ADDITIONS TO THE COVERED VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER, ANY NONMANUFACTURER/NON-FACTORY INSTALLED PARTS, THE FAILURE OF ANY PART NOT COVERED BY THIS AGREEMENT, ACCIDENTAL LOSS;

D. ANY LOSS, DAMAGE OR EXPENSE ASSOCIATED WITH ANY INSTALLED AFTERMARKET PRODUCTS OR DEVICES NOT APPROVED BY THE COVERED VEHICLE'S MANUFACTURER;

E. ANY FAILURE CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, WARS, TERRORISM, CIVIL UNREST;

F. 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 THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR REPAIRER OF THE COVERED VEHICLE WILL REPAIR OR REPLACE THE PART AT ITS EXPENSE OR AT A REDUCED COST;

G. 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 6, HOW TO FILE A CLAIM;

H. ANY MECHANICAL BREAKDOWN IF SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT, 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;

I. ANY CLAIM IF THE COVERED VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, OR FOR A PROHIBITED COMMERCIAL PURPOSE;

J. ANY FAILURE CAUSED BY MISUSE, ABUSE, NEGLIGENCE, SUCH AS CARRYING PASSENGERS AND CARGO EXCEEDING SPECIFIED LOAD LIMITS OR OTHERWISE OVERLOADING THE VEHICLE OR USING THE VEHICLE AS A STATIONARY POWER SOURCE, IMPROPER TOWING, LACK OF MAINTENANCE OF THE FAILED COVERED PART (IF LACK OF MAINTENANCE CAUSED OR CONTRIBUTED TO THE FAILURE), INCLUDING NOT PERFORMING ALL VEHICLE MAINTENANCE AND SERVICE REQUIREMENTS DURING THE AGREEMENT COVERAGE TERM, INCLUDING THOSE INDICATED BY THE VEHICLE'S SYSTEMS, OBSERVING SCHEDULED INSPECTIONS OR MAKING ALL SERVICES AND REPAIRS, NON-COMPLIANCE WITH ANY RECALL ADVISORIES, OR USE OF FLUIDS, PARTS OR ACCESSORIES OTHER THAN THOSE SPECIFIED IN YOUR OWNER DOCUMENTATION;

K. ANY FAILURE CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, CHEMICALS;

L. THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF THE COVERED VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR CANADA;

M. HAZARDOUS WASTE DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, AND

CORRECTION OF RATTLES/SQUEAKS/ WIND NOISE/ODORS/WATER LEAKS;

N. ANY CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, FIRE DAMAGE), SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A PART;

O. ANY FAILURE OR DAMAGE TO A COVERED PART CAUSED BY THE FAILURE OF A NON-COVERED PART;

P. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;

Q. ANY OF THE FOLLOWING PARTS AND/OR SERVICES: HINGES, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, LENSES, SEALED BEAMS, BODY PARTS AND/ OR PANELS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, REMOVABLE HARDTOP ASSEMBLIES, BUMPERS, TRIM, MOLDINGS, DOOR PANELS, DOOR HANDLES, DOOR LOCK CYLINDERS , TIRES, WHEELS, WHEEL RIMS, WHEEL COVERS, WHEEL BALANCING, WHEEL ALIGNMENT (UNLESS THE WHEEL ALIGNMENT IS REQUIRED FOR THE REPAIR OF A COVERED PART), BATTERIES, WIPER BLADES, BRAKE PADS AND ROTORS, LIGHTS, FUSES, BULBS, FILTERS, LUBRICANTS, OR FLUIDS NOT REPLACED IN CONJUNCTION WITH A COVERED REPAIR, UPHOLSTERY, CONVERTIBLE TOPS, PAINT, BRIGHT METAL, SHEET METAL, HEATER HOSES;

R. DAMAGE OR MALFUNCTIONS CAUSED BY IMPROPER STORAGE OR HANDLING OF THE ELECTRIC COVERED VEHICLE, INCLUDING, BUT NOT LIMITED TO PARKING THE COVERED VEHICLE FOR MORE THAN TWENTY-FOUR (24) HOURS WHEN THE AMBIENT TEMPERATURE IS HIGHER THAN ONE HUNDRED EIGHTEEN (118°F) DEGREES FAHRENHEIT; DAMAGE OR MALFUNCTIONS CAUSED BY OPERATION OF THE ELECTRIC VEHICLE IN AREAS FLOODED WITH WATER HIGHER THAN THE BOTTOM OF THE COVERED VEHICLE'S BODY;

S. ANY 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), 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;

T. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER THE TRIP INTERRUPTION BENEFIT) DUE TO THE COVERED VEHICLE'S INABILITY FOR USE; LOSS OF TIME DUE TO WAITING FOR REPLACEMENT PARTS OR OTHER DELAYS BEYOND OUR CONTROL;

U. CERTAIN INDIVIDUAL ITEMS THAT ARE UNIQUE TO THE COVERED VEHICLE INCLUDING BUT NOT LIMITED TO, THE MOBILE CONNECTOR, WALL CONNECTOR, ANY FUTURE CONNECTORS, AND CHARGING ADAPTERS; CHARGERS THAT ARE PERMANENTLY HARDWIRED TO A STRUCTURE;

V. VEHICLES THAT HAVE BEEN LABELED OR BRANDED AS DISMANTLED, FIRE-DAMAGED, FLOOD-DAMAGED, JUNK, REBUILT, SALVAGE, RECONSTRUCTED, IRREPARABLE, OR A TOTAL LOSS, INCLUDING THOSE VEHICLES DETERMINED TO BE A TOTAL LOSS BY AN INSURANCE COMPANY;

W. VEHICLES THAT HAVE HAD THE VIN DEFACED OR ALTERED SO THAT IT IS DIFFICULT TO DETERMINE THE VIN;

X. ANY ALTERATION, DAMAGE, OR OTHER MODIFICATION TO THE VEHICLE (INCLUDING REFUSING TO UPDATE VEHICLE SOFTWARE) MADE BY YOU OR WITH YOUR KNOWLEDGE THAT RESULTS IN ADDITIONAL TIME, PARTS, OR LABOR NECESSARY TO PERFORM ANY SERVICES FOR THE COVERED VEHICLE;

Y. REPAIR OR REPLACEMENT OF ANY PART WILL NOT BE COVERED UNLESS AN ACTUAL MECHANICAL BREAKDOWN HAS OCCURRED. A REDUCTION IN PERFORMANCE OF ANY PART, IS NOT COVERED IF THE PART IS OPERATING WITHIN THE ORIGINAL MANUFACTURER'S SPECIFICATIONS FOR THE PART OR COVERED VEHICLE;

Z. 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 COSTS TO MODIFY, COVERT OR RETROFIT ORIGINAL EQUIPMENT OR ANY PARTS THAT HAVE BEEN UPDATED BY THE MANUFACTURER FOR THE SOLE PURPOSE OF BETTERMENT IS NOT COVERED;

AA. 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);

BB. MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR ELECTRIC VEHICLE;

CC. **ANY FAILURE, LOSS, DAMAGE OR EXPENSE THAT RESULTS FROM A CONDITION EXISTING ON OR PRIOR TO THE AGREEMENT PURCHASE DATE THAT WAS KNOWN TO YOU (PRE-EXISTING CONDITION).**

6. HOW TO FILE A CLAIM

A. If the Covered Vehicle suffers a Failure of a Covered Part, 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 is or teardown necessary to determine the cause of failure and repair cost. You are responsible for all incurred expenses if it is det er min ed 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 6B below).
6. It is Your responsibility to pay any expenses that are not covered by this Agreement, including the Deductible.
7. Please note that 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.

7. YOUR RESPONSIBILITIES

A. Check the Coverage Plan, Agreement Coverage Term, and Deductible shown on Your Registration Page for accuracy.
   1. Coverage — Review the Coverage of the Agreement as listed in Section 4, 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 Porsche Center 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 6, 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.

E. 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.

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, subject to a fifty ($50) dollar transfer fee. This Agreement is not transferable to a subsequent owner or lessee if a Porsche Center is a party to the resale or lease assumption. This Agreement is not transferable to another vehicle or to a Porsche Center via sale or trade-in. 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.

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 Porsche Center with written notice of Your request to cancel. Agreement. 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 Porsche Center. 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 of the Agreement Retail Price paid by You 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 fifty ($50) dollar processing fee, unless otherwise required by applicable law (see Section 12, State-Specific Amendments). Any refund will be paid or credited within thirty (30) days of receipt by the Administrator of Your written request to cancel. Please note that should You elect to initiate Your cancellation request through the Porsche Center rather than sending Your cancellation request directly to the Administrator, Your refund may take longer to process.

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 nonpayment 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. Any refund owed will be paid or credited within thirty (30) days of the effective date of cancellation by Us.

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. SETTLEMENT

Our obligations under this Agreement 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 (thirty (30) days in Alaska) 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.

11. 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 Administrator, Provider/Obligor, Porsche Center, or the insurer listed in Section 10, Settlement, 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 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 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.

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.

12. STATE-SPECIFIC AMENDMENTS

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.
3. Section 11, Arbitration, is amended by the following: The arbitration shall be held in the county where the Customer lives and in the state of Alabama.

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, during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement for non-payment or after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any 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 the effective date of cancellation of this 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 (noncommercial) 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 fee in the amount of (i) ten (10%) percent of the Agreement Retail Price You paid or (ii) fifty ($50) dollars, whichever fee is less. The processing fee will not exceed the amount of any refund due to the Customer.
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 11, Arbitration, is amended to add the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.
4. The Agreement will not be canceled or voided by the Provider or its representatives for Pre-Existing Conditions.

ARKANSAS

1. The Cancellation section is amended to delete any reference to claims paid being deducted from any cancellation refund due.

CALIFORNIA

1. Safe-Guard Products International, LLC's Vehicle Service Contract Provider license number # is 0F57888.
2. Section 10, 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).
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 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 11, Arbitration, is replaced in its entirety by the following: **You and Provider, Porsche Center 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. Potential arbitrators may be found by contacting a dispute resolution company (e.g. JAMS or the American Arbitration Association (AAA)). 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 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.

COLORADO

1. Section 10, Settlement is amended to include: 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 11, 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 10, 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 filed to repair the odometer; or (4) For nonpayment 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 6, 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 11, Arbitration, is replaced in its entirety by the following: The parties may 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 Obligor, the Porsche Center, 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 5, Exclusions from Coverage, is amended to include:
   a. Items C and D are amended to include the text **"MADE BY YOU OR WITH YOUR KNOWLEDGE."**
   b. Item F is amended to include the text **"KNOWN TO YOU."**
   c. Item I — 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. 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, less any claims paid. After thirty (30) days from the Agreement Purchase Date, the refund amount will be 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 (i) fifty ($50) dollars or (ii) ten (10%) percent of the unearned pro-rata Agreement Retail Price, whichever fee is less. A ten (10%) percent penalty per month will be added to any 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, or non-payment of the Agreement Retail Price, in which case You will be notified of the reason for and the effective date of the cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation. If We cancel this Agreement, We will refund one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid. In the event of cancellation by Us, any refund amount owed will be paid or credited within thirty (30) days of the effective date of cancellation.
3. 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. which shall be calculated in accordance with paragraph 2 of the Georgia specific section.
4. Section 11, Arbitration, is deleted in its entirety

HAWAII

1. The following wording is added:

   Hawaii Revised Statutes requires an automobile Porsche Center, 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 Porsche Center Warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the Porsche Center Warranty period and provides protection after the Porsche Center Warranty has expired. You have been charged separately only for the Agreement. The required Porsche Center 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 Porsche Center 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.
2. The Cancellation section is amended to delete any reference to claims paid being deducted from any cancellation refund due.

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 if not claims have been filed. 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 Porsche Center, Administrator, or Provider constitutes proof of payment to the Insurance Company listed in Section 10, Settlement, of this Agreement.
2. Section 11, Arbitration, is replaced in its entirety by the following: The parties may 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 Administrator, Obligor, or the Porsche Center, 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, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315
2. Section 9(B), Cancellation — How Refunds are Calculated, is deleted in its entirety and replaced 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, 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 10, Settlement. If You cancel this Agreement, We will mail a written notice to You at least fifteen (15) days prior to 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 4(E)- 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 by 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, including any sales tax refund required pursuant to state law, 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 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. The written notice will state the effective date of and the reason for the cancellation. If We cancel the Agreement during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.
2. Section 11, 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: The Agreement Coverage Term will automatically extend if We fail to perform the services under the terms and conditions this Agreement, and this Agreement will not terminate until the services are provided in accordance with the terms and conditions of this Agreement.
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 Porsche Center listed on the Registration Page. This Agreement is between the Porsche Center and the Customer. Porsche Center 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: 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. Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Porsche Center to provide a Warranty covering certain classes of used motor units as follows:
   a. 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.
   b. 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.
   c. 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.

   The Covered Vehicle may be covered by this law. If so, the following is added to this Agreement: In addition to the Selling Porsche Center Warranty required by this law, You have elected to purchase the Agreement, which may provide You with additional protection during the Selling Porsche Center Warranty period and provides protection after the Selling Porsche Center Warranty has expired. You have been charged separately only for the Agreement. The required Selling Porsche Center 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 Selling Porsche Center 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. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: If We cancel this Agreement, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before the effective date of the cancellation. Only five (5) days' prior written notice is required if the reason for cancellation is 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. The written notice must state the effective date of the cancellation and the reason for the cancellation.
3. The following wording is added to this Agreement: The Agreement does not provide coverage when the responsibility for repair is covered by the Warranty provided by the Porsche Center. The Porsche Center is required by Minnesota Statute 325F.662 to provide an express Porsche Center Warranty for used vehicles with less than seventy-five thousand (75,000) miles at the time of sale. The required Porsche Center 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 Porsche Center 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 Porsche Center Warranty. For details, You should refer to Minnesota Statute 325F.662.

MISSISSIPPI

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, 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 fee in the amount of fifty ($50) dollars or ten (10%) percent of the Agreement Retail Price, whichever is less. A ten (10%) percent penalty per month will be added to any refund that is 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 replaced in its entirety by the following: We cannot cancel this Agreement except for material misrepresentation, a substantial breach of Your contractual duties under this Agreement, or nonpayment 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 at least thirty (30) days prior to the effective date of cancellation. If We cancel this Agreement for any reason other than nonpayment of the Agreement Retail Price, during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement for non-payment or after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.
3. Section 11, Arbitration, is deleted in its entirety.

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. 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.
2. Section 11, 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

1. 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

1. 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.
2. Section 11, Arbitration, is deleted in its entirety.
3. Section 3(E), 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, 24 HOUR 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

1. 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.
2. 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, You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least fifteen (15) days prior to the effective date

of cancellation. If We cancel this Agreement during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price and You will not be charged a cancellation fee. In the event of cancellation by Us, any refund amount owed will be paid or credited within thirty (30) days of the effective date of cancellation.

3. This Agreement is not renewable and expires in accordance with the selected Agreement Coverage Term in months or miles, whichever occurs first.
4. Section 11, 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.
5. If You are not satisfied with the manner in which Your claim is being handled under this Agreement, You may contact the Commissioner by using the following toll-free number of the Division: 888-872-3234.
6. Section 8, Transfer, is amended by the following: Any reference to a fifty ($50) dollar transfer fee is deleted in its entirety and replaced with a twenty-five ($25) dollar transfer fee.
7. Section 5, Exclusions from Coverage, is amended by the following:
   a. Item C is replaced in its entirety by the following: This Agreement will not cover any loss, damage or expense caused by accidents or by the use of undersized tires or wheels. Additionally, this Agreement will not cover any unauthorized or non-manufacturer recommended modifications to the Covered Vehicle, or any loss, damage, or expenses arising from such unauthorized or non-manufacturer recommended modifications. However, if the Covered Vehicle is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage under this Agreement. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification, or any loss, damage, or expense arising therefrom, unless such coverage is otherwise excluded by the terms and conditions of this Agreement.
   b. Item F is replaced in its entirety 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.

NEW HAMPSHIRE

1. 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.
2. Section 11, Arbitration, is subject to the state rules governing the arbitration of disputes as set forth in RSA 542.
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. 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, and less a processing fee in the amount of ten (10%) percent of the Agreement Retail Price or fifty ($50) dollars, whichever is less.

NEW JERSEY

1. Section 9(B), Cancellation — How Refunds are Calculated, is amended to include the following: A penalty in the amount of ten (10%) percent of the Agreement Retail Price 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.
2. Section 9(C), Cancellation — Cancellation by Us, is amended to include the following: 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 fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation.

NEW MEXICO

1. 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 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 of the Agreement Retail Price per thirty (30) day period or portion thereof 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.
2. 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 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. Section 10, Settlement, 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: Section II(C) of New York General Business Law requires an automobile Porsche Center, unless otherwise excepted, to provide a Warranty covering certain classes of used motor vehicles as follows:
   a. 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.
   b. 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.
   c. 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.
2. The Trip Interruption Benefit referenced in Section 4(F) is unavailable to New York residents and is deleted in its entirety.
3. 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.
4. 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 pro-rata 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, Service Warranty Association License Number 506336130, Two Concourse Parkway, Suite 500, Atlanta, GA 30328.
2. This is not an insurance contract. 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.
6. The Arbitration section is replaced in its entirety by the following: The parties may 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 Obligor, the Selling Porsche Center, 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.

OREGON

1. Section 11, Arbitration, is replaced in its entirety by the following: The parties may 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 Obligor, the Porsche Center or the Insurance Company listed in the Section 10, 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 the 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 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 Porsche 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 paid by You 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, and less a fifty ($50) dollar processing fee. A ten (10%) percent penalty of the amount outstanding 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.
4. 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

1. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.
2. Section 6, How to File a Claim, is amended to include the following: Your failure to contact the Administrator or provide claim documentation within the specified time frame will not invalidate Your claim if You can demonstrate that it was not reasonably possible to give notice, file Your claim, or provide claim documentation within the prescribed time frame, and that Your notice and/or claim documentation was provided as soon as reasonably possible. Emergency Repairs are not limited to those required because the Covered Vehicle is inoperable or unsafe to drive.
3. Section 11, 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.

4. Sections 9(B) and 9(C), Cancellation — How Refunds are Calculated and Cancellation — Cancellation by Us, are deleted and 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, and 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 this Agreement during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.
5. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
6. The How to File a Claim section is amended by the following: An emergency repair is a repair performed outside normal business hours.

VERMONT

1. Residents of Vermont are not required to abide by Section 11, Arbitration, but may voluntarily choose to participate in the arbitration process.

VIRGINIA

1. 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

1. The Obligor of this Agreement is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604.
2. 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 Porsche Center who also sold the Vehicle.
3. Section 11, Arbitration, is replaced in its entirety by the following:

   This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of lack of or actual repair or replacement arising from a Failure). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Failure occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Washington (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.
4. Section 9(A), Cancellation — Cancellation by You, is amended by the following: Any refund amount owed will be paid or credited within thirty (30) days of the date the Customer's or Lender's/Lessor's cancellation request is received by Us or the Administrator.
5. 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.
6. 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 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 prior to the effective date of cancellation. If We cancel this Agreement during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, 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. In the event of cancellation by Us, any refund amount owed will be paid or credited within thirty (30) days of the effective date of cancellation.
7. Section 10, 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.

WASHINGTON D.C.

1. Section 9(B), 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, 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. A ten (10%) percent penalty per month will applied to any refund that is not paid or credited within forty-five (45) days after Your return of this Agreement to Us.

2. Section 9(C), Cancellation by Us, is replaced in its entirety by the following: 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 at least five (5) days prior to 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 if nonpayment of the Agreement Retail Price, a material misrepresentation by You to Us, or a substantial breach of duties by the Customer relating to the Covered Vehicle or its use. If We cancel this Agreement during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, 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 6, 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 11, 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 of the refund amount outstanding 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. during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.
5. Section 10, 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.
6. 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 claims paid, and 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 this Agreement during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, 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 11, 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.