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Terms and conditions of Your Porsche Approved Warranty Policy

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Terms and conditions of Your Porsche Approved Warranty Policy

These are the terms and conditions of Your Porsche Approved Warranty Policy underwritten by the Insurer.

Definitions

Below is a list of the key definitions used in this document. Wherever these words appear they have the following meaning:

Component Failure means, in the context of the Scope of Cover below, the loss of all or part of an insured component's functionality as a result of a manufacturing defect.

Dr. Ing. H.c. F. Porsche AG is a company registered in Germany under number HRB 730623 with its registered office at Porscheplatz 1, D-70435 Stuttgart, Germany, Tel: (+49) 0711 911-0, E-Mail: info@porsche.de.

Insurer means Acasta European Insurance Company Limited, an insurance company registered in Gibraltar (registered number: 96218) with a registered address at Unit 1, 124 Irish Town, Gibraltar GX11 1AA, Gibraltar.

Period of Cover means the period covered by this Policy being either 12, 24 or 36 months (as stated on Your Porsche Approved Warranty Certificate) from the Commencement Date on Your Porsche Approved Warranty Certificate.

Policy means Your Porsche Approved Warranty Policy, which is subject to these terms and conditions and the Porsche Approved Warranty Certificate.

Policyholder means you, the person named as Applicant/Policyholder in your application and the Policy. You become a Policyholder once We have notified you of the approval of your application and sent you a Porsche Approved Warranty Certificate in your name.

Porsche Cars Great Britain Limited means a company registered in England under number 00861097 with its registered office at Bath Road, Calcot, Reading, Berkshire, RG31 7SE.

Porsche Centre or Porsche Service Centre means a car centre authorised by Porsche:

- In the United Kingdom or Jersey, it is found at www.porsche.co.uk or by calling 03457 911 911.
- In the Isle of Man, it is found at http://www.porscheisleofman.co.uk/ or by calling 01624 61 61 61.
- In Ireland, it is found at http://www.porschedublin.ie/ or calling by (+353) 1 235 3375.
- Elsewhere, it is found at www.porsche.com. If a country in the region You are in is not listed but is not excluded by the Policy, please call Your local or nearest Porsche centre or the Porsche Customer Assistance Centre.

Porsche Customer Assistance Centre means the Porsche Customer Assistance Centre of Porsche Cars Great Britain Limited at Bath Road, Calcot, Reading, Berkshire, RG31 7SE United Kingdom. Telephone: 03457 911 911.

United Kingdom/UK means England, Scotland, Wales, and Northern Ireland.

Vehicle means the vehicle bearing the vehicle identification number (VIN) specified in Your Porsche Approved Warranty Certificate.

We/Our/Us means the Insurer, acting directly or through Porsche Cars Great Britain Limited and/or the relevant Porsche Centre/Porsche Service Centre.

You/Your refers to the Policyholder, the person named on the Porsche Approved Warranty Certificate.

Porsche Approved Warranty Certificate means the document given to the Policyholder containing the details of cover.

What is covered?

1. Subject to the Policy exclusions set out on the following pages and the general terms and conditions, you are entitled to have any systems or component replaced free of charge on Your Vehicle, if it is found to have a manufacturing defect, provided that:

   a) The Policy premium has been paid;

   b) Your Vehicle is a Porsche standard production model (excluding Carrera GT and the 918 Spyder);

   c) Your warranty claim is made within the Period of Cover; and

   d) Your Vehicle is under 15 years old or a 993 model (excluding 993 model types 911 GT2 and 993 RS).

   Vehicle systems/covered:

   - Engine.
   - Fuel/cooling system.
   - Drivetrain/transmission.
   - Suspension/steering.
   - Braking system.
   - Heating/air conditioning system.
   - Electrical system.
   - High-voltage battery.
   - Bodywork.

What is not covered?

1. The Policy does not cover any system or component on the Vehicle, which is defective, fails or requires replacement where such defect, failure or requirement is due to wear and tear. Examples of common wear and tear items can be found in the 'Ageing and wear and tear items' section below.
2. A claim made under Your Policy for the repair or replacement of a defective system or component shall be invalid to the extent that the defect results from any of the following:

   a) Improper use or overstraining of the Vehicle or use of the Vehicle in speed-timed events or competitive motorsport events or for commercial purposes such as the carrying of passengers or leasing of the vehicle; or

   b) Your Vehicle has previously been repaired, maintained, or serviced in a way other than in accordance with the manufacturer's standards, as defined in the 'Guarantee and Maintenance' booklet and the owner's manual; or

   c) Service, repair, or maintenance has previously been performed on the Vehicle by you or a third party who is not an authorised Porsche Centre/Porsche Service Centre; or

   d) Non-genuine Porsche parts have been fitted to Your Vehicle; or

   e) The Vehicle has been modified in a manner not formally approved by the manufacturer in writing, irrespective of whether the modification took place before or during the Period of Cover; or

   f) There has been an unapproved change in or deterioration or corruption of the control and computer system of the Vehicle by You or a third party, irrespective of the means and ways of interference or how these factors have been brought about. Damages to the control and computer system arising out of such change, deterioration or corruption are also not covered; or

   g) You have failed to follow the guidelines on service intervals, operation, use, treatment, and care of the Vehicle, as provided by the manufacturer including, but not limited to, the owner's manual and/or the 'Guarantee and Maintenance' booklet; or

   h) External factors or events outside our control (including, but not limited to accident, hail, flooding or other extreme weather conditions, war or anything caused directly or indirectly by war, riot, fire, invasion, civil unrest, revolution, terrorism, vandalism, theft or attempted theft of or from the Vehicle or similar event); or any act or omission that is negligent or against the law; or

   i) Corrosion, rust, oxidation or any damage or deterioration caused by corrosion, regardless of the origin, location, or extent of the corrosion.

   j) You have failed to report the defect at the earliest possible opportunity or have failed to provide an opportunity for a Porsche Centre/Porsche Service Centre to remedy the defect within a reasonable period of time of a request

from a Porsche Centre/Porsche Service Centre to carry out such work; or

k) Service (Workshop) or recall according to campaigns published by the manufacturer, Porsche Centre or Porsche Service Centre have not been carried out on Your Vehicle; or

l) The defective system or component has been tampered with, whether or not such excluded cause or event occurred or had effect alone or in conjunction with another, not excluded cause or event.

3. The following components and defects are not insured:

   a) Components whose build and use are not licensed by the manufacturer;

   b) Optical and acoustic defects with no impact upon functionality.

   c) Rollerblind and amplifier control on 993 models.

4. The following costs and work items are not insured:

   a) Any direct or indirect costs that are caused by the defect which led to Your claim over and above the repair of Your Vehicle. These include, but are not limited to towing costs, accommodation costs, car rental costs, compensation for loss of use or delay in obtaining repair components;

   b) All costs more specifically insured under other insurance; and

   c) Calibration, testing, adjustment and costs of maintenance, inspection, care, cleaning, procurement, disposal, freight, and shipping not arising in connection with a covered defect.

Ageing and wear and tear items

Below is a non-exhaustive list of items commonly subject to wear and tear, which if fail due to wear and tear will not be covered by Your Policy:

- Wiper blades.
- Tyres.
- Brake pads and brake discs.
- Shock absorber.
- Clutch disc and clutch pressure plate.
- Drive belt including deflection and tensioning roller.
- Spark plugs.
- Batteries (incl. high-voltage batteries).
- Expansion tank PDCC.
- Refrigerant.
- All bulbs (excluding Xenon and LED lamps).
- All filters, fluids, oils, and greases.

Geographic scope

This Policy shall apply to cover any defect manifesting itself or repaired anywhere in the world except Belarus, Iran, Russia, Syria, Sudan, and North Korea.

Scope of cover

In the event that during the Period of Cover an insured component loses all or part of its functionality (such event being referred to as a Component Failure), and subject to all other terms and conditions of the Policy, the Insurer shall assume an d discharge the Policyholder's liability for technically required and actually incurred costs of diagnosis and repair of the Component Failure by a Porsche Centre or Porsche Service Centre, including all the necessary insured replacement parts.

In the event that a Component Failure is covered under this Policy, no payment in advance is to be made by the Policyholder. Except where a Component Failure is initially refused cover under the Policy but is subsequently rectified by the Porsche Customer Assistance Centre, a Porsche Centre, a Porsche Service Centre or the Insurer, the Insurer shall compensate the authorised repairer and not the Policyholder directly for the repair costs.

If the repair costs exceed the value of a replacement unit appropriate for its age and wear, the claim shall be limited to the free instillation of such a replacement unit.

The Policy covers only liability for costs set out above. The Insurer is not liable for any direct or indirect loss or damage caused

by an error or omission in the repair process. If it is the repairer that made the error or omission, please address Your claim to it.

The Insurer shall assume no obligation in respect of an insured Component Failure caused by the failure of an uninsured item or component.

General terms and conditions

1. This Policy only provides cover if the Vehicle is legally registered in the United Kingdom, Isle of Man or Jersey. If the Vehicle is registered in any other territory, there is no cover under this Policy.
2. You are entitled to make a claim under Your Policy at any Porsche Centre or Porsche Service Centre within the UK and worldwide except in Belarus, Iran, Russia, Syria, Sudan, and North Korea.
3. Parts installed or repaired in the process of rectification shall be covered by Your Policy during the Period of Cover.
4. The Policy covers You for diagnosis and repairs undertaken by a Porsche Centre or Porsche Service Centre only. It does not entitle You to make any claims for compensation, loss, damage, or other costs incurred either directly or indirectly as a result of the defect. Please note, the cost of testing, measurement and adjustment work not relevant to a Policy claim cannot be refunded.
5. The Policy does not affect Your statutory consumer rights.
6. If a defect is covered by the Policy, we can, at Our own discretion, elect whether the defect is to be rectified or the Vehicle is to be replaced by the Porsche Centre or Porsche Service Centre. In the case of rectification, the authorised Porsche Centre or Porsche Service Centre can, at its own discretion, either repair or replace the defective part.
7. Replaced parts become the property of the Porsche Centre/Porsche Service Centre commissioned to do the work or the Insurer.
8. For all purposes, costs of parts and labour shall be those supplied by Dr. Ing. h.c. F. Porsche AG or its authorised agent at the time and place of repair.
9. A claim made under Your Policy shall be invalid if You have already made a claim successfully under any other policy of insurance held by You. If the value of the claim is more than the amount You can get from Your other insurance, we may pay the difference up to the market value of Your Vehicle and subject to any exclusions set out in Your Policy.
10. We may pursue recoveries against third parties in Your name, under laws of subrogation. If We wish to pursue recoveries against third parties in Our own name, you shall, upon Our request, assign Your rights against third parties to Us. You must not prejudice Our rights with any third-party preventing recovery of any payments made under this policy to You.
11. Your telephone calls to and from Us may be monitored and recorded for the purposes of staff training and quality assessment in compliance with the data protection legislation.
12. No excess is payable under Your Policy and the Policy will remain valid for the Period of Cover.
13. This Policy is underwritten by Acasta European Insurance Company Limited.
14. You are entitled to a copy of any personal data which Dr. Ing. h.c. F. Porsche AG and/or Porsche Cars Great Britain Limited and/or We hold about You in connection with Your Policy. If You would like to request this, please write to Porsche Customer Assistance Centre at: Porsche Customer Assistance Centre, Porsche Cars Great Britain Limited, Bath Road, Calcot, Reading, Berkshire, RG31 7SE United Kingdom. Alternatively, you can contact the Porsche Customer Assistance by telephone on 03457 911 911. Please provide proof of Your ID with such request. For the avoidance of doubt, you may exercise Your rights under this clause communicating in English.
15. This Policy shall be governed by and interpreted in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the UK courts.

Claims procedure

In the unfortunate event that you need to claim under Your Policy please:

1. Contact Your local or nearest Porsche Centre or Porsche Service Centre:
   - If in the UK or Jersey, please visit www.porsche.co.uk or call 03457 911 911 for more information on locating Your local Porsche Centre or Porsche Service Centre.
   - If in the Isle of Man, please visit http://www.porscheisleofman.co.uk/ or call 01624 61 61 61.
   - If in Ireland, it is found at http://www.porschedublin.ie/ or calling by (+353) 1 235 3375.

- Elsewhere, please visit www.porsche.com. If a country in the region You are in is not listed but is not excluded by the Policy or to make a claim outside the UK, please contact the nearest Porsche Centre, Porsche Service Centre or the Porsche Customer Assistance hotline (+44) 3457 911 911.

2. Inform Your local Porsche Centre/Porsche Service Centre that Your Vehicle is covered by the Porsche Approved Warranty.
3. If, as a result of a defect covered by Your Policy, the Vehicle cannot be operated, you must contact Your nearest Porsche Centre/ Porsche Service Centre that is to provide the service. The Porsche Centre/Porsche Service Centre may, in its discretion, determine whether the work required may be carried out locally or whether repatriation to its own premises is required. Such decisions shall not affect any claims that may be made by You pursuant to Your Porsche Assistance membership.
4. If Your Vehicle requires a repair that is covered by the Policy, the Porsche Centre/Porsche Service Centre will complete the repairs and process the claim on Your behalf.

Please note, you must notify Your Porsche Centre/Porsche Service Centre in writing of any defect, or have the defect recorded in writing by Your Porsche Centre/Porsche Service Centre as soon as reasonably practicable after You noticed it and within the Period of Cover. Repair work shall be performed free of charge to You in line with technical requirements by replacing or repairing those defective systems or components which are covered by Your Policy. Replaced parts become the property of the Porsche Centre/Porsche Service Centre commissioned to do the work or the Insurer. Please do not make Your own repair arrangements as We cannot reimburse costs incurred without prior authorisation.

Cancellation

Whilst We want You to be happy with Your Policy and the cover it offers, we understand there may be circumstances in which You may need or want to cancel Your Policy.

You may cancel Your Policy, for any reason, within 14 days of the Contract Date or within 14 days of receipt of the Certificate (whichever is later) by contacting Your Porsche Centre/ Porsche Service Centre whereupon You are entitled to a full refund of the premium paid by you.

Other than in the circumstances set out in the 'Change of Vehicle Ownership' section, once the 14 days' period has passed You may cancel Your Policy by giving Us at least 30 days' notice. Partial refund may be available in respect of the Policy premium based on the number of whole months remaining, but We may deduct a reasonable administration fee to recover Our costs of your cancellation.

A refund cannot be made:

(a) in the last 30 days of cover; or
(b) If You have made a claim. Under no circumstances shall a refund be made if the claim has been paid.

Please allow up to 30 days for Your cancellation and refund to be processed.

Complaints procedure

We are committed to providing You with an exceptional level of service and customer care.

We recognise that problems may arise and there may be occasions when you may feel We have not provided the level of service You expected of Us.

The following explains what You need to do if Our service has fallen short of Your expectations, and You wish to make a complaint. We will aim to resolve Your complaint as quickly as possible and will keep You informed during Our investigations by telling You what We are doing to resolve it.

How to make a complaint – where to start

The most important factors that enable Us to resolve Your complaint as quickly as possible are:

- That You are talking to the right person; and
- That We have the relevant information at Our disposal.

Porsche Approved Warranty complaints

If Your complaint relates to services You have received under Your Policy, please contact the Porsche Customer Assistance Centre. To enable Your complaint to be resolved as efficiently as possible, please provide the following information:

- Your name and contact details.
- Vehicle registration.

- Vehicle identification number.
- Policy number, if applicable.
- A clear description of Your complaint.

How to Contact Porsche Customer Assistance

Telephone: 03457 911 911

Email: contact@porsche.co.uk

Postal address: Porsche Customer Assistance Centre, Porsche Cars Great Britain Limited, Bath Road, Calcot, Reading, Berkshire, RG31 7SE, United Kingdom.

What happens next:

- Within three business days of receipt of Your complaint, the Porsche Customer Assistance Centre will provide written acknowledgment of Your complaint and notify You of the individual who will be handling it.
- They will keep You informed of the progress they are making in their investigations.
- They will endeavour to resolve Your complaint within eight weeks of receipt. If they need more time to resolve it, they will notify You in writing.
- In the event that they are unable to resolve Your complaint or have not sent You their final response after eight weeks, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information about the FOS and eligibility to refer a complaint to them you can visit the FOS website at www.financial-ombudsman.org.uk. Using Our complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

Change of Vehicle Ownership

In the event that Your Vehicle is sold during the Period of Cover to a private buyer or to a Porsche Centre/Porsche Service Centre, the Policy shall continue in force in relation to the Vehicle.

In the event that the Vehicle is sold by You during the Period of Cover to a non-private buyer such as a commercial dealer or reseller that is not a Porsche Centre/Porsche Service Centre, the Policy shall terminate automatically and You shall be entitled to receive a pro-rata refund for the unexpired Period of Cover as at the date of sale provided that you have not submitted any claims under this Policy. In order to claim the pro-rata refund You must notify any Porsche Centre/Porsche Service Centre in writing, submitting appropriate evidence.

The Policy is not transferable to any other vehicle than that shown on the Porsche Approved Warranty Certificate.

Financial Services Compensation Scheme (FSCS)

If We cannot meet Our liabilities, you may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation depending on what kind of insurance You have. Warranty insurance is covered for 90% of the claim as it is a non-compulsory insurance product. You can get further information about the FSCS at www.fscs.org.uk.

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