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General Reimbursement Plan of Porsche Cars North America, Inc.

Porsche Cars North America, Inc. ("PCNA") submits the following general reimbursement plan in accordance with 49 U.S.C. § 30120(d) and 49 C.F.R § 573.6(c)(8)(i) to reimburse owners and purchasers for costs incurred for remedies in advance of PCNA's notification of safety-related defects and noncompliance with Federal Motor Vehicle Safety Standards under subsection (b) or (c) of 49 U.S.C. § 30118 ("the Plan").

1. Reimbursement Period.

- a. The beginning date for reimbursement shall be determined as follows:
  - (i) For a noncompliance with a Federal Motor Vehicle Safety Standard, the beginning date for reimbursement shall be the date of the first test or observation by either NHTSA or the manufacturer indicating that a noncompliance may exist.
  - (ii) For a safety-related defect that is determined to exist following the opening of an Engineering Analysis (EA) by NHTSA's Office of Defects Investigation (ODI), the beginning date for reimbursement shall be the date the EA was opened, or one (1) year before the date of PCNA's notification to NHTSA pursuant to 49 C.F.R. § 573.6, whichever is earlier.
  - (iii) For a safety-related defect that is determined to exist in the absence of the opening of an EA, the beginning date for reimbursement shall be one (1) year before the date of PCNA's notification to NHTSA pursuant to 49 C.F.R § 573.6.
- b. The ending date for reimbursement shall be ten (10) calendar days after the date on which PCNA mailed the last of its owner notifications pursuant to 49 C.F.R. Part 577.
- c. PCNA may choose to extend the reimbursement periods for a particular recall in its discretion.

2. Reimbursement Conditions.

PCNA will reimburse owners and purchasers for pre-notification repair or replacement subject to the following conditions:

- a. PCNA will not reimburse for costs incurred within the period during which a PCNA original or a PCNA issued extended warranty would have provided for a free repair without any payment by the consumer of the defect addressed by the recall unless (i) the customer submitted the vehicle to a franchised dealer or authorized representative of PCNA, who then denied warranty coverage or (ii) the repair made under warranty did not remedy the defect addressed by the recall. Any warranty covered by this subsection must be in writing.

- b. PCNA will not reimburse owners or purchasers:
  - (i) If the pre-recall notification repair was not of the same type (repair, replacement or refund of purchase price) as the recall remedy;
  - (ii) If the pre-recall notification repair did not address the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance; or
  - (iii) If the pre-recall notification repair was not reasonably necessary to correct the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance.

However, nothing stated in subsection 2.b shall require that the pre-recall notification repair be identical to the recall remedy.

3. Amount of Reimbursement.

The amount of reimbursement shall be limited to out of pocket costs incurred by the owner of the vehicle at the time of the pre-recall notification repair as set forth below:

- a. For parts, labor, and miscellaneous fees such as disposal of waste and taxes for the pre-recall notification repair;
- b. Regardless of subsection 3.a., the reimbursed costs for labor shall be limited to the standard local labor rate at the time of the pre-recall notification repair charged by the nearest authorized Porsche dealership for such a repair.
- c. Regardless of subsection 3.a., the reimbursed costs for parts shall be limited to PCNA's retail price for authorized parts at the time of the pre-recall notification repair.
- d. Any other costs, whether associated, consequential, or otherwise, will not be reimbursed.

4. Documentation Necessary to Obtain Reimbursement.

The following documentation must be submitted to obtain reimbursement:

- a. Name and address of the claimant;
- b. Documentation establishing vehicle ownership by the claimant at the time of the pre-recall notification repair;
- c. Documentation establishing vehicle make, model, model year and Vehicle Identification Number (VIN);
- d. PCNA's recall number or NHTSA's recall number;

- e. A receipt, such as a dealership Repair Order, invoice, or payment information for the pre-recall notification repair.
  - (i) Such documentation should provide sufficient information to reflect that the pre-recall notification repair addressed the same defect or noncompliance that is to be addressed by the recall. If the documentation does not do that, additional documentation should be provided by the claimant to make such connection clear.
  - (ii) If reimbursement is sought for the replacement of a vehicle part, the receipt must identify the replaced part and state the total amount paid for the part that replaced the defective or noncompliant part.
- f. If the pre-recall notification remedy was obtained at a time when the vehicle could have been repaired or replaced at no charge under PCNA's original or extended warranty program, the claimant must provide documentation indicating that (a) an authorized Porsche dealer or repair facility refused to remedy the problem addressed by the recall under the warranty or (b) the repair obtained under warranty did not correct the problem addressed by the recall.

5. Where Reimbursement Documents are to be Submitted.

PCNA will not reimburse claimants who do not submit adequate documentation to PCNA at the following address:

Porsche Cars North America, Inc.  
Attn: Customer Commitment Department  
One Porsche Drive  
Atlanta, GA 30354

6. Response to Request for Reimbursement.

- a. PCNA will act upon a claim for reimbursement within sixty (60) days of its receipt. If PCNA denies the claim, PCNA will send a notice to the claimant within sixty (60) days of receipt of the claim, which will contain a clear, concise statement of the reasons for the denial.
- b. If the claim for reimbursement was incomplete when originally submitted, PCNA will advise the claimant within sixty (60) days of receipt of the claim of the documentation that is needed and offer the claimant an opportunity in writing to resubmit the claim with complete documentation.
- c. Any disputes over the denial in whole or in part of a claim for reimbursement shall be resolved between the claimant and PCNA. PCNA acknowledges NHTSA's statement that it will not mediate or resolve any disputes regarding the eligibility for, or the amount of, reimbursement.

7. Form of Reimbursement.

If the claim is approved in whole or in part, reimbursement will be provided in the form of a check.

8. Non-application.

Reimbursement for a pre-recall notification remedy shall not be provided to an owner pursuant to this Plan if the vehicle was bought by the first purchaser more than 15 calendar years before notice was given by PCNA under 49 U.S.C. § 30118(c) or an order was issued under 49 U.S.C. § 30118(b).

9. Recalls Concerning Labels.

PCNA will not reimburse owners or purchasers for recalls based solely on noncompliant or defective labels.

10. Reimbursement Plan Availability to the Public.

PCNA will make a copy of this Plan available to members of the public upon request.

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