

# Volkswagen All-in Warranty Terms

These terms and conditions form the terms and conditions that apply to the Volkswagen All-in Warranty element of your All-in plan and shall apply for the contract period. Please keep it together with your Confirmation of Cover in a safe place.

All the details and conditions of your All-in Warranty cover are set out in the following pages. However, if you have any questions, your Volkswagen Retailer or Volkswagen Authorised Repairer will be able to help you.

To locate your nearest Volkswagen Retailer or Volkswagen Approved repairer, please refer to <u>volkswagen.co.uk</u>

### Meaning of words

When the following words and phrases appear in this document or **Confirmation of Cover**, they have the specific meanings given below. These words are highlighted by the use of bold print.

### Agreement

Means the All-in plan, which shall comprise of these terms and conditions together with **your Confirmation of Cover** and the terms and conditions for the All-in Roadside Assistance and Service Plan.

### Area of cover

Means the UK and Continental Europe.

### **Beneficiaries**

Means **you** or any other driver of **your vehicle** using **your vehicle** with **your** permission and any passenger of **your vehicle** at the moment an **electrical or mechanical failure** occurs.

### **Bodywork**

Means all **bodywork**, paintwork, body component (including encased aerials, gas struts, sunroof assemblies, soft top roofs, and seat frames, strikers, hinges or any component which may require adjustment from time to time).

### **Brake frictional materials**

Brake discs, drums and frictional material.

### **Clutch frictional material**

Clutch frictional material, clutch pressure plates, dual clutch systems and release bearings.

### **Confirmation of Cover**

Means the attachment provided with **your** Confirmation email, which details **your** policy number and **contract period**.

### **Consequential failure**

Means the failure of any part which has directly resulted from the **electrical or mechanical failure** of a covered component, except where this subsequent or secondary failure has arisen from an excluded cause (such as abuse, accident, fire, impact or neglect) or has occurred to batteries, **bodywork, brake frictional materials**, bulbs, carpets, **clutch frictional material**, glass, trim, tyres, upholstery, wheels or wipers. The maximum payable for **consequential failure** is £5,000 per claim including VAT.



### **Continental Europe**

Means Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.

### **Contract period**

Means the period shown on your Confirmation of Cover between your start date and end date.

### **Electrical or mechanical failure**

Means the sudden and unexpected failure of a component which is covered by this Warranty and which needs immediate repair or replacement. **Wear and tear** is included for the first 100,000 miles from first registration of **your vehicle** under the Warranty. **Water ingress** is included. **Consequential failure** is included for up to £5,000 per claim inclusive of VAT.

### Incident date

Means the date of the incident that results in the claim.

### Market value

Means the value of **your vehicle** as at the **incident date** as per industry price guides for used vehicles, or as determined by an independent engineer.

### Maximum claim limit

The maximum **we** will pay per claim and in total in the **contract period** is the **market value** of **your vehicle** including VAT.

### **Private individual**

Means a person who is using the **your vehicle** for their own personal use and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

### UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### Water ingress

Means the general seepage of externally originating water (such as rainfall or surface splashing) through misaligned **bodywork** or seals which protect mechanical and electrical components, but excluding the total submersion, immersion or flooding of an affected component.

### We, our, us

Means Volkswagen UK and/or any third party acting on our behalf.

### Wear and tear

Means the gradual reduction in performance of a component over time from normal usage, resulting in the fail its intended function.

### You, your, yours

Means the **private individual** or business named on your **Confirmation of Cover**, or any subsequent owner of **your vehicle** declared to **us** (in line with the "Transfer of ownership" section) during the **contract** period.

### Your vehicle

Means the vehicle shown on the Confirmation of Cover.



### Introduction

Volkswagen All-in Warranty has been designed to help protect **you** against the costs incurred in the event of an **electrical or mechanical failure** of a covered component.

This document gives **you** full details of **your** Warranty cover, please keep it together with **your Confirmation of Cover** in a safe place.

All the details of how to make a claim together with conditions of **your** cover are set out in the following pages. If however, **you** have any questions, **your** Volkswagen Retailer or Volkswagen Authorised Repairer, will be able to help **you**. To locate **your** nearest Volkswagen Retailer or Volkswagen Authorised Repairer please refer to **volkswagen.co.uk** 

### Important telephone numbers

Warranty team +44 333 043 3781. Telephone lines are open Monday – Friday 8am – 5pm excluding bank holidays.

### Summary of cover

### **Cover and limits**

### Warranty

Parts and labour in respect of repair or replacement of covered components up to the **market** value of your vehicle.

### Warranty (Continental Europe)

Maximum 60 days in each 12 month period.

For full terms and conditions for your All-in Warranty, please read this document together with **your Confirmation of Cover**. All claim limits in this document and in **your Confirmation of Cover** are inclusive of VAT.

### Important information

Your Confirmation of Cover will confirm your All-in Warranty policy number and contract period.

It is very important that **you** read the whole of this document, together with the **Confirmation of Cover**, and make sure that **you** understand what is covered, what is not covered and what to do if **you** need to make a Warranty claim or require help.

If **you** need to get in contact regarding this cover, please call the Warranty team on +44 333 043 3781 or write to the Warranty team at Volkswagen Warranty, PO Box 869, Warrington WA4 6LD.

This Warranty is not an insurance product but a guarantee provided by Volkswagen UK.



### How this cover works

This document and **Confirmation of Cover** must be read together as one document as they form the contract of cover between **you** and **us**. We will pay for any valid claims made under this Warranty that occur during the **contract period** and within the **area of cover**.

### **Governing law**

Unless **you** and **we** agreed otherwise, the laws of England and Wales will apply and all communications and documentation in relation to this cover will be in English. In the event of a dispute between **us**, the courts of England and Wales shall have jurisdiction.

No term of this cover agreement is to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **Cancellation rights**

You have the right to cancel the **agreement** within 14 days without giving any reason. The cancellation period will expire after 14 days from the start date in **your Confirmation of Cover**. To exercise the right to cancel, **you** must inform Volkswagen Financial Services (UK) Limited ('Volkswagen Financial Services') of **your** decision to cancel **your agreement** by clear statement (e.g. a letter sent by post or e-mail) or contact Volkswagen Financial Services by phone on 0370 010 2022.

You can use a copy of the model cancellation form, but it is not obligatory. Alternatively, write to Volkswagen Financial Services by email <u>customerservices@vwfs.co.uk</u> and include your full name, address and policy number. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Your right to cancel is lost once a performance of the services is expressly requested and begins during the 14 day cancellation period. For the avoidance of doubt, if you cancel this agreement all aspects of the All-in plan including the servicing/MOT and roadside assistance will also be cancelled and you will no longer benefit from any aspect of the agreement.

### **Transfer of ownership**

You may assign this **agreement** to any subsequent owners of **your vehicle** for the **contract period** provided that **you** pay all the payments shown on **your Confirmation of Cover** before the **agreement** is assigned. Once all payments have been received, Volkswagen Financial Services will agree to the assigning of the **agreement** providing that **you** advise Volkswagen Financial Services in writing following the transfer of ownership and that the purchaser of **your vehicle** agrees in writing to Volkswagen Financial Services to be bound by the terms and conditions of this **agreement** in every way. **You** and the purchaser of **your vehicle** can contact Volkswagen Financial Services in writing by emailing <u>customerservices@vwfs.co.uk</u>.The **agreement** is not transferable to another vehicle.

### Servicing requirements for your Volkswagen

**Your vehicle** should be serviced in accordance with the manufacturer's recommendations. Any damage to or defect in **your vehicle** caused by poor or insufficient servicing will not be remedied under **your vehicle's** Warranty.

Please ensure that **you** maintain sufficient records to enable **our** Authorised Network to confirm that **your vehicle** has been appropriately serviced. In any event, please ensure that the service schedule booklet in **your vehicle** is stamped by the business carrying out the service work.



# **Policy wording**

You are covered for the costs (limited to parts and labour inclusive of VAT up to the maximum claim limit) of repairing or replacing the covered components below that have suffered sudden electrical or mechanical failure occurring within the area of cover and during the contract period.

**Electrical and mechanical failure** includes failure due to **wear and tear** for the first 100,000 miles from first registration of **your vehicle** under this Warranty, damage by **water ingress** and **consequential failure**, limited to £5,000 per claim inclusive of VAT for the latter.

### What is covered?

All electrical and mechanical factory-fitted components are covered against **electrical or mechanical failure** unless listed in the "What is not covered?" section.

### What is not covered?

Replacement parts and labour will be paid for with the following exceptions:

- Routine servicing (all parts replaced associated with routine servicing are excluded)
- All **bodywork**, glass (including heated) and seals
- Wear and perishable items as follows:
- All adjustments, cambelt timing, diesel timing or cleaning
- Batteries
- Brake frictional material
- Bulbs and fuses
- Clutch frictional material
- Coolant pipes and hoses
- CV boot gaiters
- Exhaust systems including diesel particulate filters (although catalytic converters are covered for internal failure only)
- Non-manufacturer's original parts or second hand parts
- Tyres and wheels
- Unencased drive belts
- Upholstery, interior and exterior trims
- Washer pipes and vacuum hoses
- Wiper blades, arms and washer jets
- Wiring and connections (including HT leads and aerial coaxial cables)

### Working materials/casings

Should a valid claim for a covered component require essential replacement or topping up of lubricants, fluids, oils, oil filters, coolant or refrigerant, these items shall be covered as part of the total claim provided that **your vehicle** is not within 1,000 miles or one calendar month of its next due service.

Casings are covered when damaged by a covered component which has suffered an **electrical or mechanical failure** and which forms part of a valid claim under this cover.

### Warranty exclusions

This cover does not cover any injury, failure, loss or damage caused by, arising from or in connection with the following:

- 1. Corrosion, frost, salt, hail, windstorms, lightning, airborne fallout, (e.g. chemicals, tree sap, bird droppings, etc.), water submersion, water immersion or flooding.
- 2. Any defect which is likely to have existed before the contract period.



- 3. Wear and tear where it occurs over 100,000 miles from first registration of your vehicle, normal deterioration, routine servicing, maintenance.
- 4. Faulty repairs, incorrect servicing or failure to have **your vehicle** serviced in accordance with the manufacturer's specification. If **you** fail to have **your vehicle** serviced in accordance with the manufacturer's specification, cover will still apply for components which are not connected to vehicle servicing.
- 5. Lack of oil, fuel, lubricants, anti-freeze, hydraulic fluids or additives; or foreign matter entering the fuel, cooling, air conditioning or lubrication systems; or use of oil, fuel, lubricants, hydraulic fluids or oil degradation, or additives which the manufacturer of **your vehicle** does not recommend.
- 6. Vehicles modified in any way from the original manufacturer's specification.
- 7. Any loss where the speedometer has been tampered with, altered, disconnected or where the mileage of your vehicle cannot be verified; or where you or anyone else acting on your behalf acts in a way that prevents us from exercising our right to inspect your vehicle under this cover.
- 8. Damage or failure caused by an excluded component.
- If your vehicle has been used for competitions of any kind, racing, pacemaking, rallies, off-road use including track days, for any form of hire or reward and usage for or by driving schools.
- 10. Losses or damage due in any way to any type of accident, misuse or any act or omission which is wilful, unlawful or negligent (such as, but not limited to, consequential damage caused by continuing to drive **your vehicle** when a fault becomes apparent).
- 11. Any component which is subject to recall by the **covered vehicle's** manufacturer.
- 12. Electrical or mechanical failure which happens outside the area of cover.
- 13. Cleaning, polishing, operations performed under normal maintenance, adjustments, modifications, alteration, tampering, disconnection, improper adjustments or repairs.
- 14. We will not pay for any damage to parts caused by **consequential failure** exceeding £5,000 per claim inclusive of VAT.
- 15. We will not pay for any depreciation to your vehicle, loss of earnings, death or bodily injury, damage to property or any other loss or damage which is a direct or indirect result of the failure of a covered item.
- 16. As your Warranty is intended to cover the repair and/or replacement of defective or damaged parts, it does not additionally cover losses that may be caused by that defective or damaged part, unless otherwise stated in the cover terms and conditions. For example, your Warranty may cover repairs to or replacement of a wheel bearing but would not cover any loss of earnings that you may suffer while your vehicle is being repaired.
- 17. You should check whether you have any other warranties or insurance policies that may cover additional damage or related costs or losses not covered by this cover.
- 18. Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
- 19. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- 20. Acts of war, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, explosions, fire, radiation and falling objects.
- 21. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 22. Any costs covered under any other warranty, guarantee, insurance or cover.
- 23. Any damage or harm which has occurred as a result of accidental damage or impact of whatever nature to either **your vehicle** or the **beneficiaries**.
- 24. This cover will not cover any loss, damage or failure caused wholly or partially, from lack of maintenance, abuse or neglect or as a result of accident. It will not cover pre-existing faults or a gradual reduction in operating performance that is commensurate with the age and mileage of the vehicle unless specifically included under **wear and tear**.
- 25. Any vehicle which is owned by a business formed for the purposes of selling or servicing motor vehicles.
- 26. Emergency service vehicles are excluded.



27. **Your** car must not be one of the following: A non-Volkswagen vehicle, American, Australian or Canadian cars (unless built for the **UK**), stretched limousines, kit cars, cars modified outside manufacturer's specification.

### **Claim payments**

The number of claims **we** will pay is unlimited and the maximum value of claims in total **we** will pay is up to the **maximum claim limit**. The maximum payable in respect of **consequential failure** is up to £5,000 per claim inclusive of VAT. **We** will not pay more than the manufacturer's list price for parts and official labour times/costs which are necessary to repair or replace covered components.

### **Continental use**

The **area of cover** for **your** Warranty is extended whilst **your vehicle** is in **Continental Europe** for a period of not more than 60 days during the **contract period** on condition that:

- You follow the claims procedure set out in this document
- We will pay only the equivalent UK rates and charges which apply at the date of the electrical or mechanical failure

### How to make a Warranty claim (UK)

Contact **your** nearest Volkswagen Retailer or Volkswagen Authorised Repairer and advise them that **your vehicle** is protected by All-in Warranty. They will manage the claims process on **your** behalf.

It is **your** responsibility to authorise any dismantling of **your vehicle** or any other work required to diagnose any faults with **your vehicle**.

**We** will not pay for any diagnostic costs, other than the reasonable costs of diagnosis should a claim for a defective component be valid under this cover.

We reserve the right to examine your vehicle and to subject it to expert assessment in order to determine if your claim is covered and how much we will pay for repairs. If you or anyone acting on your behalf acts in a way which prevents us from being able to determine the cause of failure by inspecting your vehicle or defective components, then we may not pay all or any part of your claim.

### **Courtesy cars**

In the event that **your vehicle** is off the road and needs rectification under Warranty, the repairing Retailer will offer a courtesy car\* wherever possible.

\* Participating Retailers only. Please note that a courtesy car needs to be booked in advance and cannot be guaranteed.

### How to make a Warranty claim (Continental Europe)

If you need to make a claim, please contact the Warranty team on +44 333 043 3781.

If **you** are unable to contact the Warranty team, **you** may arrange for **your vehicle** to be repaired. Please contact the Warranty team at the address below within 30 days of any repair and **you** will be advised if repairs completed are covered by **your** Warranty. Please ensure that **you** retain a detailed repair invoice to support **your** claim. If **your** claim is covered, **you** will be reimbursed in GBP at the prevailing exchange rate at the time of settlement.



On **your** return to the **UK**, please send the invoice and copies of **your vehicle's** service records to the Warranty team either by:

- Telephone: +44 333 043 3781
- Email: customerservices@volkswagenusedwarranty.co.uk
- Post: Volkswagen Warranty, PO Box 869, Warrington WA4 6LD

Please retain a copy of the repair invoice and the original service records for **your** own safekeeping as **we** will be unable to return these to **you**.

**Your** claim will then be processed and reimbursed to **you** in pounds sterling at the rate of exchange for the relevant currency at the time of the repair, providing that your claim is valid.

If **you** are VAT registered **you** remain responsible for settling the VAT content of any claim separately.

## **General conditions**

These conditions apply to **your** Warranty cover and **you** must meet them before **we** make a payment or provide a service.

### **Providing information**

We will only provide the cover described in this document if, as far as **you** know, the information **you** gave at the time of taking out this cover is true and complete.

You must tell us about anything that may affect your cover (including also any changes during the contract period). If you are not sure whether something is relevant, you must tell us anyway. You should keep a record of any extra information you give us. If you do not tell us about something that may be relevant, your cover may be invalidated and we may not cover any related claims.

### **Claims – Your duties**

If a claim occurs, **you** must comply with the relevant claims procedures described in this document as soon as **you** can.

### Claims - Our rights

We can take over and carry out the defence or settlement of any claim. After we have made a payment, we can pay to take legal action to get back any payment we have made under this cover.

If we want to, we will examine your vehicle and will test damaged components.

### Looking after your vehicle

You must take all reasonable steps to safeguard your vehicle against electrical or mechanical failure.

IMPORTANT: If **you** fail to have **your vehicle** serviced correctly in accordance with the manufacturer's specifications during the **contract period**, or **you** are unable to produce proof of such servicing if **we** request it, then this may invalidate this cover or **we** may not pay all or any part of a claim **you** make.



### Motor Industry Code of Practice

This Volkswagen Warranty conforms to the Motor Industry Code of Practice for Vehicle Warranty Products.

For more information on the Code and what it means for **you**, please visit **themotorombudsman.org** 



### How to make a complaint about your Warranty

We aim to provide you with first class cover and service. However, there may be times when you feel we have not done so. If this is the case please contact the Warranty team about it so that we can do our best to solve the problem.

In the first instance, please write to the Warranty team at: Volkswagen Warranty, PO Box 869, Warrington, WA4 6LD; Or email at: customerservices@volkswagen-usedwarranty.co.uk; Or telephone on +44 333 043 3781.

If **you** are not satisfied with our response, **we** have a complaint handling procedure that **you** can use to resolve matters. If **you** are not satisfied following the conclusion of this procedure, the Motor Ombudsman Service and Conciliation Service will offer free impartial advice and, when appropriate, an Alternative Dispute Resolution (ADR) service that **we** are fully committed to in the event that **you** are not satisfied with the outcome of a dispute.

For further information, **you** can visit their website at themotorombudsman.org or call their Consumer Advice Line: +44 20 7344 1651 (option 1); lines are open between 9am and 5pm Monday to Friday excluding bank holidays.

### Fraud

If **you** or any **beneficiaries** claiming under this cover makes a claim that is false or dishonest in any way, this cover will not be valid and **you** will lose all benefits under it.

# Use of your data

Volkswagen All-in Warranty cover is administered on behalf of Volkswagen UK by Volkswagen Financial Services (UK) Limited ("Volkswagen Financial Services"). Volkswagen Financial Services will use **your** information and share it with Opteven Services SA ("Opteven") for the following reasons:

- To provide **you** with the product and notify **you** about important changes or developments to the features and operation of those products and services
- Manage your account, including responding to your enquiries and complaints
- Comply with audits
- Carry out risk management
- Carry out customer modelling, statistical and trend analysis, with the aim of developing and improving products and services



Volkswagen Financial Services may share **your** information with other Volkswagen Group companies for audit purposes, risk management and to carry out customer modelling, statistical and trend analysis, with the aim of developing and improving products and services, and to comply with legal requirements. **We** will not disclose **your** information to anyone else except:

- Where the law says **we** may or must do so
- To companies that provide services to Volkswagen Financial Services and/or Volkswagen Group United Kingdom Limited to perform activities relating to your contract and/or to protect our rights and/or property
- To our franchised retailers to manage claims under your warranty cover

If **your** personal information is stored outside of the UK, **we** will require **your** personal information to be protected to UK standards.

Further information on how **your** information is used, how **we** maintain the security of **your** information, **your** right to access information **we** hold on **you** and details of relevant third party and Volkswagen Group companies for data sharing purposes is in **our** Privacy Policy which is available:

- At this website: https://customer.vwfs.co.uk/privacy-policy.html
- By contacting Volkswagen Financial Services at DPO@vwfs.co.uk
- From the Volkswagen Retailer submitting **your** application for **your** All-in Plan.

VWPC-ALL-IN-WARRANTY 0521