Volkswagen Financial Services

Finance. Insurance. Fleet. Mobility.





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Welcome

Images shown are for illustrative purposes only. Vehicles shown are

not UK specification.

Welcome to your Volkswagen Commercial Vehicles MOT Cover.

Your Volkswagen Commercial Vehicles MOT Cover has been designed to give **you** additional peace of mind when **you** need it most.

Please ensure **you** read this Cover Booklet and fully understand the terms and conditions relating to the MOT Cover provided to **you**. All the details of how to make a claim, together with any conditions that **you** must comply with, are set out in the following pages. If **you** have any questions that are not answered within this Cover Booklet, please contact **us**.

Please keep this Cover Booklet and your Confirmation of Cover in a safe place. Certain words in this section have a specific meaning. We explain what these words mean under the "Meaning of words" section.

Who provides your Volkswagen Commercial Vehicles MOT Cover?

This booklet explains how **your** MOT Cover works and the benefits **you** enjoy as a beneficiary of a group insurance policy arranged by Volkswagen Commercial Vehicle Financial Services for Volkswagen Commercial Vehicles UK.

Volkswagen Commercial Vehicle Financial Services is a trading name of Volkswagen Financial Services (UK) Limited, registered in England number: 2835230 (registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, Milton Keynes MK14 5LR). Volkswagen Financial Services (UK) Limited is authorised and regulated by the Financial Conduct Authority.

Volkswagen Commercial Vehicles UK is a trading division of Volkswagen Group United Kingdom Ltd (company registration number 514809, VAT registration number 217990930) whose registered office is at Yeomans Drive, Blakelands, Milton Keynes MK14 5AN, a company authorised to conduct business in the United Kingdom ("Volkswagen Commercial Vehicles UK").

Volkswagen Commercial Vehicles MOT Cover from Volkswagen Commercial Vehicle Financial Services is administered by Lawshield UK Ltd, registered in England (company registration number 3360532) whose registered office is 850 lbis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL who are authorised and regulated by the Financial Conduct Authority.

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register https://register.fca.org.uk

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at https://www.fsc.gi

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Volkswagen Financial Services (UK) Ltd, Lawshield (UK) Ltd, Bspoke Underwriting Ltd and Watford Insurance Company Europe Limited are not part of the same corporate group.

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Meaning of words

The words or expressions detailed in this MOT Cover section have the following meaning wherever they appear in this policy in **bold**.

Volkswagen Commercial Vehicles Approved Van Centre

Means a Volkswagen Commercial Vehicles franchised Van Centre or vehicle servicing facility which is approved by Volkswagen Commercial Vehicles UK.

Confirmation of Cover

The document that accompanies this Cover Booklet specifying **your** details and **your** cover.

Excess

The first amount of any claim payable by you which is £10.

Insurer/We/Our/Us

Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. This policy is administered by Lawshield UK Ltd on behalf of the **Insurer**.

MOT Certificate (VT20)

MOT Certificate (VT20) issued by the MOT Test station.

MOT Test

Ministry of Transport test completed by a company authorised by The Vehicle & Operator Services Agency to offer an MOT Testing service on behalf of the Secretary of State for Transport.

Notification of refusal to issue an MOT Certificate (VT30)

The **notification of refusal to issue an MOT Certificate (VT30)** issued by an **MOT Test** station should **your vehicle** fail to meet the requirements of the **MOT Test**.

Period of cover

Means the period shown on your Confirmation of Cover.

United Kingdom

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

You/Your/Yours

The person or company named on the **Confirmation of Cover** being the registered owner of **your vehicle**, or any subsequent owner of the vehicle during the period in which this cover remains valid.

Your vehicle

The vehicle detailed on the **Confirmation of Cover**, which does not exceed 3.5 tonnes, or has not exceeded 250,000 miles on the cover start date shown on **your Confirmation of Cover**.

Issue date

This is the date in which the policy was taken out. This is detailed on the **Confirmation of Cover**.



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Policy wording

MOT Cover application.

Your Volkswagen Commercial Vehicles MOT Cover begins 90 days after your issue date. If your MOT is due in this 90 day period, prior to your period of cover, then cover will not apply to that MOT. It will instead apply to your next MOT.

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What is covered?

We will pay the reasonable cost of repairing or replacing such part or parts of your vehicle listed below up to a maximum of £750 (inclusive of VAT) in the event of a part or parts covered herein being cited on an official "Refusal of an MOT Certificate" (Form VT30) as the reason for your vehicle failing to pass the MOT Test, in the United Kingdom, during the period of cover.

- Lighting Equipment: Front and rear lamps, headlamps, stop lamps, rear reflectors, direction indicators, hazard warning lamps, switches, tell tales, high intensity discharge (HID), LED headlamps, washing and levelling system, power steering malfunction indicator lamp (MIL), electronic parking brake MIL, illumination of speedometers, brake fluid level warning lamps, electronic stability control system MIL, tyre pressure monitoring system warning lamp.
- Steering and Suspension: Steering control, steering mechanism, power steering, transmission shafts, wheel bearings, front suspension, rear suspension, shock absorbers, wheel alignment, steering, suspension, brake, transmission dust covers / gaiters, and steering wheel locking mechanism.
- Brakes: ABS warning system / controls, condition of service brake system, condition of parking brake system, service brake performance, parking brake performance, brake fluid levels where below the minimum indication.
- Seatbelts: All seatbelt mountings, their condition and operation; front driver's and passenger seat mountings; driver's seat adjustment mechanism, backrest security in an upright position and supplementary restraint systems (SRS) including airbags and seatbelt pre-tensioners.
- General: Emission control systems including catalytic converter, electronic stability control system, fuel injection, engine mountings, ECU replacement as a result of calibration failure to meet MOT exhaust gas emission standards, horn, mirrors, registration plates, speedometer, driving controls, windscreen wipers and washers.



What is not covered?

We will not pay for:

- Bulbs, fuses, wiring or connections
- Tyres or wheels
- Brake pads and shoes where the condition is wear related
- Bodywork or glass
- Exhaust system
- Items listed as "advisory" only
- Adjustments, tuning or cleaning
- The first £10 of any claim
- The **MOT Test** or re-test fee

General exclusions

Notwithstanding any other provision herein, this insurance does not cover;

- Damage caused by a road traffic accident and/or fire
- Structural damage, rust or corrosion
- Parts fitted as part of the repairs that are not detailed under the What is covered section
- Repairs arising as a result of any deliberate damage, neglect or misuse of your vehicle or any modifications such as the fitting of replacement or experimental parts
- Repair or servicing of your vehicle or parts subject to recall for repair or replacement by the manufacturer
- Any modifications, or parts not fitted by the manufacturer, or a Volkswagen Commercial Vehicles Approved Van Centre
- A fault or defect in any part which can reasonably be said to have been known to exist before the commencement of the period of cover
- Any repairs covered under the manufacturer's or supplier's warranty or any other form of cover
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism
- Anyone that is not a resident of the **United Kingdom** and has not been living permanently in the **United Kingdom** six months prior to the purchase of this policy.
- Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of(a) above.

- Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- Any loss or damage which occurred prior to the commencement of this insurance.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.



General conditions

These conditions apply to all sections of this MOT Cover and **you** must meet them before **we** make a payment.

- Your vehicle must be under 8 years old and must have done under 250,000 miles to be eligible for cover.
- Servicing must be carried out in accordance with vehicle manufacturer recommendations. Failure to keep your vehicle serviced in accordance with the manufacturer's service schedule will void this MOT Cover. You must keep all servicing receipts and invoices. We will be entitled to check that your vehicle has been serviced regularly and may ask to see these in the event of a claim.
- We reserve the right to have your vehicle and failed components inspected by an expert before authorising repairs.
- This MOT Cover has no surrender value or provision for a refund or repayment.
- Only one claim can be made during the **period of cover**.
- This MOT Cover is governed by English law.
- We reserve the right to take over and carry out the defence or settlement of any claim after a payment has been made under this policy. Legal action may be taken in your name to recover payment from a third party made under this policy.

- In the event of a claim under your policy, you must refer to the "How to make a claim" section of your policy.
- Where dismantling of a covered component is necessary to determine the validity of a claim, you must authorise any dismantling. Costs incurred will only be met as part of a valid claim where we agree to meet the cost of repair.
- Within 30 days prior to the MOT due date, your vehicle must be submitted for an MOT Test at a Volkswagen Commercial Vehicles Approved Van Centre and any faults identified on the MOT Test failure certificate must be rectified by a Volkswagen Commercial Vehicles Approved Van Centre.
- Only MOTs scheduled 30 days prior to the MOT due date will be covered.
- This cover will be invalidated if during the term:
 - Your vehicle is not serviced or repaired in accordance with the manufacturers recommendations;
 - Your vehicle has been used for racing, rallying or other competition purposes.



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How to make a claim

If **you** need to make a claim please take the following steps within seven days from the date of issue of the **VT30**.

- 1 Take your vehicle to any Volkswagen Commercial Vehicles Approved Van Centre and show your Confirmation of Cover. If you need help finding your local Volkswagen Commercial Vehicles Approved Van Centre please go to www.volkswagen-vans.co.uk
- Your Volkswagen Commercial Vehicles Approved Van Centre will assess your vehicle and liaise with us on your behalf.
- 3 If your claim is valid we will authorise your Volkswagen Commercial Vehicles Approved Van Centre to repair your vehicle and we will settle the costs covered by your MOT Cover directly to your Volkswagen Commercial Vehicles Approved Van Centre.
- 4 You will be responsible for the following costs:
 - The first £10 of any repairs, (the excess)
 - Costs not covered by this policy
 - Costs in excess of £750 inclusive of VAT
 - Any VAT arising on the repairs (only where you are VAT registered)
 - Any **MOT Test** or re-test fee

Fraudulent **claims**

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sending us or anyone acting on our behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage you caused deliberately; or
- acting dishonestly or exaggerating a claim

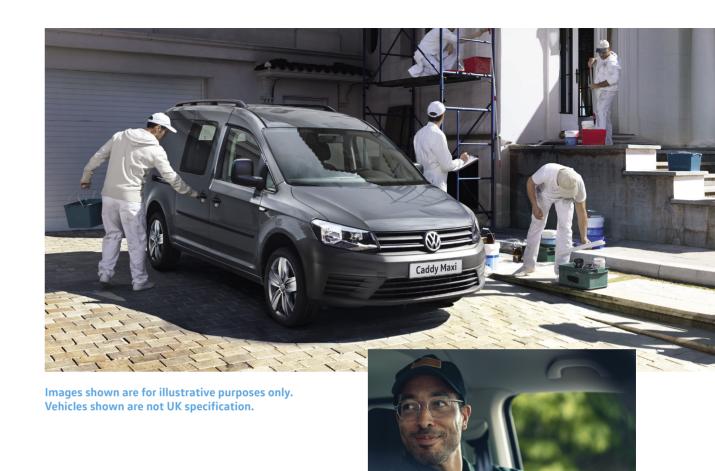
We;

- a) are not liable to pay the claim; and
- b) may recover from you any sums paid by us to you in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.



Important information

Getting in touch

You can contact us at:

Volkswagen Commercial Vehicles MOT Cover, P.O. Box 869, Warrington, WA4 6LD

By telephone: 0333 043 3784

By email: customerservices@vwcv-motcover.co.uk

What to do if you are not satisfied with the cover or service provided

It is **our** intention to give **you** the best possible service, however, if **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below.

If **you** have a complaint, please contact **our** Customer Services Manager at:

Volkswagen Commercial Vehicles MOT Cover, P.O. Box 869, Warrington, WA4 6LD

By telephone: 0333 043 3781

By email: customerservices@volkswagen-motcover.co.uk

Financial Ombudsman

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with our Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to

www.financial-ombudsman.org.uk

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567

Get in touch on line: https://www.financial-ombudsman.org.uk/contact-us/complain-online

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Bspoke Underwriting Ltd information notice

We are Bspoke Underwriting Ltd, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing our full Privacy Notice online at https://bspokegroup.co.uk/privacy-notice or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk. Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Road, Leeds LS25 1NB

Watford Insurance Company Europe Limited information notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at www.watfordre.com/privacy-policy

Use of data

Volkswagen Commercial Vehicles MOT Cover is administered on behalf of Volkswagen Commercial Vehicles UK by Volkswagen Financial Services (UK) Limited ("VWFS").

VWFS will use your information and share it with Lawshield UK Limited 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

VWFS 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 VWFS 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 our website: www.insurewithvwcv.co.uk/privacy
- by contacting us at **DPO@vwfs.co.uk**
- from the Van Centre submitting your application for our product



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