



**Approved Used**

Commercial  
Vehicles

# **Approved Used Warranty** Cover Booklet



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# Welcome.

## **Welcome to your Volkswagen Commercial Vehicles Approved Used Warranty cover.**

Your Volkswagen Commercial Vehicles Approved Used Warranty has been designed to give you additional peace of mind when you need it most.

Your cover is made up of various sections as shown on your Confirmation of Cover.

Please ensure you read this Cover Booklet and fully understand the terms and conditions relating to the 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 your Volkswagen Commercial Vehicles Assured Van Centre will be able to help you.

To locate your nearest Volkswagen Commercial Vehicles Assured Van Centre please go to [www.volkswagen-vans.co.uk](http://www.volkswagen-vans.co.uk)

Please keep this Cover Booklet and your Confirmation of Cover in a safe place.

Certain words in the Approved Used Warranty section of your Cover Booklet have a specific meaning. We explain what these words mean under the Meaning of words headings in the Warranty section of this Cover Booklet.



# Approved Used Warranty Cover.

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# Who provides your Volkswagen Commercial Vehicles Approved Used Warranty?

This section explains how your Volkswagen Commercial Vehicles Approved Used Warranty 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 Vehicles UK is a trading division of Volkswagen Group United Kingdom Limited (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 UK.

Volkswagen Commercial Vehicle Financial Services is a trading name of Volkswagen Financial Services (UK) Limited ("VWFS UK"), registered in England and Wales with company number 2835230. Registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. VWFS UK is authorised and regulated by the Financial Conduct Authority ("FCA"), Firm Reference Number ("FRN") 311988. Authorisation details can be checked on the FCA's register at [www.fca.org.uk](http://www.fca.org.uk)

Volkswagen Commercial Vehicles Approved Used Warranty from Volkswagen Commercial Vehicle Financial Services is administered by Lawshield UK Limited, registered in England and Wales number: 3360532. Registered office: 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL. Lawshield UK Limited is authorised and regulated by the FCA, FRN 306793.

Volkswagen Commercial Vehicles Approved Used Warranty is underwritten by AWP P&C SA. AWP P&C SA is registered as a foreign company in England and Wales with foreign company number FC030280. Registered office: 7 Rue Dora Maar, 93400 Saint-Ouen, France. AWP P&C SA acts through its UK branch AWP P&C UK, registered in the United Kingdom as a branch of AWP P&C SA (registered branch number: BR015275, registered office: 102 George Street, Croydon, Surrey, CR9 6HD).

AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Volkswagen Financial Services UK and Volkswagen Group United Kingdom Limited are part of the same corporate group. AWP P&C SA and Lawshield UK Limited are not part of the same corporate group.

# Policy summary.

Your Volkswagen Commercial Vehicles Approved Used Warranty will pay for the costs of repairing or replacing any components which are covered under this policy.

You have not been charged for this cover.

## Significant features and benefits of the policy

This is an All Component policy which covers all components other than those stated as being excluded within this section.

## Significant conditions and exclusions of the policy

The maximum we will pay per claim is the market value of your vehicle including VAT at the time of sudden failure. We will not pay for:

- the failure of any components as a result of wear and tear
- inherent design faults or parts covered by a manufacturers recall
- claims where the fault existed before your Approved Used Warranty cover came into effect

You must ensure your vehicle is serviced in accordance with the manufacturers recommendations.

## How long does your Approved Used Warranty last?

Volkswagen Commercial Vehicles Approved Used Warranty lasts for 12 months. Your period of cover is shown on your Confirmation of Cover

## Who provides your cover?

Your cover is provided by AWP P&C SA.

## Your right to cancel

You may cancel this Approved Used Warranty Cover at any time, however as this has been provided free of charge there is no cancellation or surrender value.

## How to make a claim

Take your vehicle to a Volkswagen Assured Van Centre and show your Confirmation of Cover. If you need help finding your local Volkswagen Assured Van Centre please go to [volkswagen-vans.co.uk](http://volkswagen-vans.co.uk). Your Volkswagen Assured Van Centre will assess your vehicle and liaise with us on your behalf.

## How to make a complaint

Contact our Customer Services Manager at:

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

Telephone: +44 333 043 3784

Email: [customerservices@wvcv-usedwarranty.co.uk](mailto:customerservices@wvcv-usedwarranty.co.uk)

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Services.

## Financial Services Compensation Scheme

You may be entitled to compensation from the FSCS if the insurer cannot meet it's obligations.

This policy summary does not contain the full terms and conditions of your policy. These can be found in this Cover Booklet. You will also need to refer to your Confirmation of Cover.

# Meaning of words.

When the following words and phrases appear in the Warranty section of this Cover Booklet, they have the specific meanings given below. These words are highlighted in **bold print**.

## **Confirmation of Cover**

Means the document that accompanies this Cover Booklet specifying **your** details and the sections of the cover which apply.

## **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 the Vatican City.

## **Maximum claim limit**

The maximum **we** will pay per claim is the market value of **your vehicle** including VAT at the time of the occurrence of a **sudden failure**.

## **Period of Cover**

Means the period shown on **your Confirmation of Cover**.

## **Sudden failure**

Means the sudden and unexpected mechanical or electrical failure of a component which is covered by the Warranty section of this Cover Booklet and which needs immediate repair or replacement. **Wear and tear** or normal deterioration is not covered under the definition of electrical or mechanical failure.

## **United Kingdom**

Means England, Scotland, Wales & Northern Ireland.

## **Volkswagen Assured Van Centre**

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

## **We, us, our**

Means AWP P&C SA. All sections of the policy are administered by Lawshield UK Limited on behalf of the insurer.

## **Wear and tear**

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

## **You, your, yours**

Means the private individual or business named on the **Confirmation of Cover** who is not a motor trader, garage, business or individual dealing in the buying or selling of motor vehicles and any subsequent owner of the vehicle during the **period of cover**.

## **Your vehicle**

Means the vehicle named on the **Confirmation of Cover** principally used and registered in the **United Kingdom**.

# Policy wording.

## All Component Cover – what is covered

We will pay for the costs of repairing or replacing the factory fitted mechanical and electrical components of **your vehicle** that have suffered **sudden failure** during the **period of cover** subject to the **maximum claims limit** and the terms and conditions of this policy.

## All Component Cover – what is not covered

We will not pay for:

- Routine servicing (all parts replaced associated with routine servicing are excluded)
- All bodywork, paintwork, body components (Including encased aerials, gas struts, sunroof assemblies, soft top roofs, and seat frames), glass (including heated), seals (including but not limited to water ingress), wardrobes, cupboards and curtain rails
- Wear and perishable items as follows:
  - All adjustments, timing or cleaning
  - Batteries
  - The reduction in operating performance (degradation) of any batteries
  - Bulbs and fuses
  - Coolant hoses, pipes and connections
  - CV boot gaiters

- Diesel particulate filters
- Exhaust systems (although catalytic converters are covered for internal failure)
- Interior and exterior trims (including fabric, curtains, upholstery and cosmetic finishers)
- Non-manufacturer's original parts or second hand parts
- Tyres and wheels
- Un-encased drive belts
- Wiper blades and arms
- Wiring and connections (including HT leads, fibre optics and aerial co-axial cables)
- **Wear and tear** of brake components: brake discs, drums, brake pads and shoes
- **Wear and tear** of clutch components: clutch pressure plates, bearing and disc

## Sundries

Working materials e.g. oils, filters, antifreeze are claimable as a direct result of a valid claim providing the vehicle is not within 1,000 miles of its next scheduled service.



## General exclusions

The following exclusions apply to **your** Volkswagen Commercial Vehicles Approved Used Warranty cover:

- **We** will not pay for **sudden failure** caused by an excluded component
- **We** will not replace drive belts, filter, lubricants, antifreeze and fluids unless damage is caused by the **sudden failure** of a component covered by the Warranty section of this Cover Booklet
- **We** will not pay for **sudden failure** due to lack of oil, fuel, lubricants, anti-freeze, hydraulic fluids or additives; or foreign matter entering the fuel, cooling, air conditioning or lubrication systems
- **We** will not pay for **sudden failure** as a result of the use of oil, fuel, lubricants, hydraulic fluids or oil degradation, or additives which the manufacturer of the covered vehicle does not recommend
- **We** will not cover damage to components not covered by **your** Approved Used Warranty with the exception of a **consequential failure** caused by a covered component
- **We** will not pay for any claim covered under any other guarantee, insurance or Warranty. For the avoidance of doubt this includes a gesture of good will from a motor manufacturer
- **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 **sudden failure** of a covered component
- Unless otherwise stated in the Warranty terms and conditions **we** will not pay for losses that may be caused by defective or damaged components. 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
- **We** will not pay for failure caused by deterioration of a covered component commensurate with its age and mileage. This includes, but is not limited to, gradual loss of engine compression requiring the repair of valves or rings and the gradual increase in the oil consumption due to normal operating functions
- **We** will not pay for any costs of repair or replacement of any components where the **sudden failure** is as a result of **wear and tear**
- Design Faults and Recalls – Any component which is subject to recall by the covered vehicle's manufacturer, a manufacturing defect or design faults
- **We** will not pay more than the manufacturers list prices for parts and labour time in excess of that published by the manufacturer. Please bear this in mind if **you** authorise a repair overseas

- **We** will not pay for damage caused by any of the following:
  - alterations, experimental equipment
  - fire
  - corrosion
  - frost
  - salt
  - hail, windstorms, lightning, airborne fallout (e.g. chemicals, tree sap, bird droppings etc.), water submersion, water immersion or flooding
  - a recurring problem where **you** have not sought repair advice from a **Volkswagen Approved Retailer**
  - failure to respond to a manufacturer's recall
  - not maintaining **your vehicle** in a safe and roadworthy condition
  - improper repair
  - intentional damage or injury
  - loss or damage to contents of **your vehicle**
  - the theft of **your vehicle**
  - participating in a criminal act
  - wilful exposure to danger
  - any type of accident
  - any failure of a cosmetic nature only
  - being under the influence of drugs (unless medically supervised) or alcohol, misuse or neglect
  - any unlawful act or omission
  - acts of war, nuclear explosion, sonic boom or radioactivity.
- **We** will not pay for repair or replacement if the fault causing the **sudden failure** or damage existed before the Warranty came into effect.
- **We** will not pay for repair or replacement where the speedometer in **your vehicle** has been tampered with, altered, disconnected, or where the mileage of **your vehicle** cannot be verified.
- **We** will not pay for **sudden failure** in the event **your vehicle** has been modified in any way from the manufacturers original specification.

## General conditions

**You** must meet these conditions before **we** make a payment:

- The Warranty is valid in the **United Kingdom** and for up to 60 days during the **period of cover** in **Continental Europe**
- There is no mileage limitation on **your vehicle** while the Warranty is in place
- Servicing must be carried out in accordance with vehicle manufacturer recommendations. Genuine brand components, oils and other fluids or components, oils and other fluids of equivalent specification and matching quality must be used. Failure to comply with this condition will result in a Warranty claim being rejected
- Failure to keep **your vehicle** serviced in accordance with the manufacturer's service schedule will void the Warranty. **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 unlikely event that the condition of **your vehicle** does not appear to correspond with **your vehicle** service schedule
- The cost of any investigation work can only be authorised by **you**, in the event that it is found that the problem is not covered by the Warranty, **you** will remain responsible for any costs incurred
- **Your vehicle** must not be used for hire or reward, public services (e.g. emergency services) commercial use, professional instruction, competition or off-road use, motor rally, speed or duration tests or any practice for these events
- **We** reserve the right to have **your vehicle** inspected by an expert before authorising repairs and may also arrange for components to be examined by an expert. **You** may be asked to ensure any faulty component is retained for **our** inspection following a repair
- Where **your** motor insurance should pay for a repair or will deem **your vehicle** to be a write-off, then **your** motor insurance be used and not this Warranty
- **Your** Warranty may be invalidated if **your vehicle** continues to be driven when a fault becomes apparent which results in further damage
- If **your vehicle** is registered to a VAT registered company or individual, the VAT element of a valid Warranty claim can be claimed by that company or individual and it is the responsibility of that company or individual to do so. **We** will not be liable for any such amount
- This policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England or within the **United Kingdom** in which **your** main residence is situated
- If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not make any payment to **you** and all cover under this section will cease
- Modification to the vehicle - If **you** would like **your vehicle** to be modified in any way, **you** should obtain **our** prior approval. In the event that a modification, which was not approved by **us**, contributes to a fault, **we** reserve the right to reject any claim **you** may wish to make in relation to that fault
- **You** must take all reasonable steps to safeguard **your vehicle** against **sudden failure**
- If a claim occurs **you** must comply with the relevant claim procedures within this section of this Cover Booklet. Failure to do so may invalidate **your** cover

# How to make a claim.

If **you** need to make a claim please take the following steps:

1. Take **your vehicle** to any **Volkswagen Assured Van Centre** and show them **your Confirmation of Cover**. If **you** need help finding **your** local **Volkswagen Assured Van Centre** please go to [www.volkswagen-vans.co.uk](http://www.volkswagen-vans.co.uk).
2. **Your Volkswagen Assured Van Centre** will assess **your vehicle** and liaise with **us** on **your** behalf.
3. If it is not possible for **you** to return **your vehicle** to a **Volkswagen Assured Van Centre**, please contact **us** for authority prior to the commencement of any work to **your vehicle** on +44 333 043 3784.

## Claiming while outside the United Kingdom

If **you** need to make a claim please contact **us** on +44 333 043 3784.

If **you** are unable to contact **us**, **you** may arrange for **your vehicle** to be repaired. Please contact **us** 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 the covered vehicle's service records to Volkswagen Commercial Vehicles Warranty either by:

Telephone: +44 333 043 3784

Email:

[customerservices@vwcv-usedwarranty.co.uk](mailto:customerservices@vwcv-usedwarranty.co.uk)

Post: Volkswagen Commercial Vehicles 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.

# Important information.

## Getting in touch

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

By telephone: +44 333 043 3784

By email:

customerservices@vwcv-usedwarranty.co.uk

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

Our aim is to get it right. If we make a mistake, we will put it right promptly. We will confirm to you the receipt of your complaint within five working days and in most instances will have sent you the firm's final response to your complaint within four weeks.

In rare instances, where the investigation into your complaint takes longer than four weeks, the firm will provide you its final response within eight weeks. You may refer your complaint to the Financial Ombudsman Service if you remain dissatisfied with the firm's final response or we fail to provide a final response within eight weeks.

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

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

Telephone: +44 333 043 3784

Email:

customerservices@vwcv-usedwarranty.co.uk

## Financial Services

### Compensation Scheme

For your added protection, the insurer is covered by the Financial Services Compensation Scheme (FSCS). If the insurer is unable to pay a valid claim, you may be entitled to compensation from the scheme. Depending on the type of business and circumstances of the claims, the scheme will cover 90% of the claim with no maximum claim amount.

### How to cancel your cover

You may cancel this Volkswagen Approved Used Warranty at any time however as this has been provided free of charge there is no cancellation or surrender value.

### Transfer of ownership

If you sell your vehicle within the period of cover the remaining Warranty will be transferred to the new owner subject to the terms and conditions of the Warranty as outlined in this booklet being met.

### Change of address

You can change your address by contacting us.

In writing to:

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

Telephone: +44 333 043 3784

Email:

customerservices@vwcv-usedwarranty.co.uk

### Sale of Goods Act

All vehicles sold are subject to the Sale of Goods Act 1979 as from time to time amended.

The legal rights that the buyer enjoys against the seller if the goods are not of merchantable quality or are unfit for their purpose or are not as described and which cannot be lawfully restricted are in no way affected by this Warranty.

# Volkswagen Roadside Assistance\* (where applicable).

Volkswagen Roadside Assistance provides you with breakdown and recovery services 24 hours a day, 365 days a year throughout the United Kingdom and most of Europe (see table below for countries covered). Volkswagen Roadside Assistance includes:

- **Roadside**
- **Recovery**
- **At Home**
- **Onward Travel<sup>1</sup>**

Terms and Conditions apply. Further details are available in the Volkswagen Roadside Assistance handbook, a copy of which can be obtained by calling Customer Care on **+44 800 783 4909** or visiting our website **volkswagen-vans.co.uk**

## Contact details

Please do not make any arrangements without first contacting Volkswagen Roadside Assistance.

All calls to Volkswagen Roadside Assistance are recorded. This assists us in the details of your call and helps us to check anything that may be incomplete or unclear.

When calling for assistance please have the following information to hand:

- Your name and location
- The registration number and colour of your vehicle
- A brief description of the issue
- The vehicle mileage (if known)
- A telephone number where you can be contacted

Territory	Telephone number	Limitations
UK	<b>+44 800 777 172</b>	Call charges may vary by provider
UK	<b>+44 330 100 3242</b>	Mobile friendly

Volkswagen Group European Roadside Assistance 24 hour helpline: +44 800 1330 3939. When calling don't forget that dialling and ringing tones differ from country to country and that the +44 800 1330 3939 number may not work from some telephone networks. If **you** experience difficulties, please use the following alternative to reach Volkswagen Group European Roadside Assistance: +33 472 171 258.

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Former Yugoslav Republic of Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican City.

Telephone numbers shown above were correct as at May 2023.

\* Please refer to your Confirmation of Cover which will confirm if this benefit is applicable to you.

<sup>1</sup> Depending on your situation this can be comprised of a replacement vehicle or overnight accommodation or alternative travel or load continuation.

# MOT Cover.

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# Welcome.

## 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 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 Ibis 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; P O 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.

# 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**

A Volkswagen Commercial Vehicles franchise 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**

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 5 tonnes.

## **Issue date**

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

# 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.

## **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 seatbelts 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.

- To be eligible for cover, **your vehicle** must be under 8 years old, cannot exceed 5 tonnes in gross vehicle weight, and must have done under 100,000 miles at point of activation
- 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.

# 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](http://www.volkswagen-vans.co.uk)
- 2 **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 3784

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](http://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](http://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 **27739575**.

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/wp-content/uploads/2023/07/Bspoke-Group-Privacy-Policy-JUL23-V2.pdf> or request a copy by emailing **us** at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, 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](http://www.watfordre.com/privacy-policy)





# Use of data.

Volkswagen Commercial Vehicles Approved Used Warranty is administered by Lawshield UK Limited on behalf of Volkswagen Financial Services (UK) Limited ("VWFS") for Volkswagen Group United Kingdom Limited, underwritten by AWP P&C SA and reinsured by Volkswagen Versicherung AG. In addition, please note that all warranty claims are administered by Opteven Services SA on behalf of AWP P&C SA.

MOT Cover is administered by Lawshield UK Limited and underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

The Data Controllers of the personal data processed for the provision of the Approved Used Warranty product (referred to collectively as the "Data Controllers") are listed below. Each of the Data Controllers will process your personal data for their own separate purposes. For information regarding how each of the Data Controllers processes your personal data, the purpose(s) for processing, how they maintain the security of your personal data, the third parties with whom they may share your personal data, or to make contact with the Data Controllers, please refer to the relevant privacy policy(s):

## **AWP P&C SA**

Please note the insurer, AWP P&C SA, is a subsidiary company of Allianz Partners SAS

- Website: [www.allianz-assistance.co.uk/privacynotice.html](http://www.allianz-assistance.co.uk/privacynotice.html)
- Post: Customer Service (Data Protection), AWP Assistance UK Ltd, 102 George Street, Croydon, Surrey CR9 6HD.
- Telephone: 0208 603 9853
- Email: [AzPUKDP@allianz.com](mailto:AzPUKDP@allianz.com)

## **Volkswagen Versicherung AG**

- Website: [www.insurewithvolkswagen.co.uk/media/1145/volkswagen-auw-dpi.pdf](http://www.insurewithvolkswagen.co.uk/media/1145/volkswagen-auw-dpi.pdf)
- Email: [Dataprotectionrights.VW-Versicherung-AG@vwfs.com](mailto:Dataprotectionrights.VW-Versicherung-AG@vwfs.com)

## **VWFS**

- Website: [www.insurewithvolkswagen.co.uk/privacy](http://www.insurewithvolkswagen.co.uk/privacy)
- Post: Data Protection Officer, Volkswagen Financial Services (UK) Limited, Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR
- Email: [DPO@vwfs.co.uk](mailto:DPO@vwfs.co.uk)

## **Bspoke Underwriting Ltd**

- Website: <https://bspokegroup.co.uk/wp-content/uploads/2023/07/Bspoke-Group-Privacy-Policy-JUL23-V2.pdf>
- Email: [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk)
- Post: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB

## **Watford Insurance Company Europe Limited**

- Website: [www.watfordre.com/privacy-policy](http://www.watfordre.com/privacy-policy)
- Email: [WatfordDPO@WatfordHoldings.com](mailto:WatfordDPO@WatfordHoldings.com)

# VWFS specific information.

VWFS may share your information with other Volkswagen Group companies for audit, risk management and/or customer modelling purposes, for 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 third parties that provide services to us or who perform activities relating to your product and/or to protect our rights and/or property; and
- To our franchised retailers to handle 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 referred to above.