

Approved Used Warranty Cover Booklet



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Welcome.

Welcome to your Volkswagen Commercial Vehicles Approved Used Warranty cover.

This Cover Booklet gives you full details of your cover; please keep it together with your Confirmation of Cover in a safe place.

Your cover is made up of the following sections:

- Approved Used Warranty cover
- Roadside Assistance
- MOT Cover
- Use of data

All the details and conditions of each section of your cover are set out in the following pages. However, if you have any questions, your Volkswagen Van Centre or Volkswagen Commercial Vehicles Approved Repairer will be able to help you.

To locate your nearest Volkswagen Van Centre or Volkswagen Commercial Vehicles Approved Repairer, please refer to **volkswagen-vans.co.uk**

Approved Used Warranty Cover.

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Meaning of words.

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

Area of cover

Means the UK and Continental Europe.

Beneficiary, beneficiary's, beneficiaries

Means **you** or any other driver of the **covered vehicle** using the **covered vehicle** with **your** permission and any passenger of the **covered vehicle** at the moment a **breakdown/immobilisation** occurs.

Breakdown/immobilisation

Means electrical or mechanical **breakdown**, road traffic accident, vehicle fire or theft, loss of keys, punctures or running out of fuel, causing the **covered vehicle** to be immobilised.

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 Vatican City.

Covered vehicle

Means the covered vehicle shown on the Confirmation of Cover.

Electrical or mechanical failure

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

Maximum claim limit

Means the market value for the **covered vehicle** at the time of the claim inclusive of VAT.

Period of cover

Means the period shown on your Confirmation of Cover.

UK

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

Volkswagen Commercial Vehicles Warranty, we, our, us

Means Volkswagen Commercial Vehicles UK.

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

Means the private individual or business named on **your Confirmation of Cover**, or any subsequent owner of the vehicle during the period in which the Warranty remains valid.

Introduction.

Volkswagen Commercial Vehicles Approved Used Warranty has been designed to protect **you** against the costs incurred in the event of an **electrical or mechanical failure** of a covered component or **breakdown/immobilisation** of the **covered vehicle** occurring within the **area of cover**.

This document gives **you** full details of **your** 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** authorised Volkswagen Assured Van Centre will be able to help **you**. To locate **your** nearest authorised Volkswagen Assured Van Centre please refer to **volkswagen-vans.co.uk**

Summary of cover

Cover and limits

Comprehensive Warranty

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

Van hire – £100 per day for a maximum of three days per Warranty claim up to a maximum limit of £300 in total during the **period of cover** (subject to **Volkswagen Commercial Vehicles Warranty** having authorised a valid claim for a covered component and **our** prior agreement), see Additional benefits.

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

Important information.

Thank you for taking out a Volkswagen Commercial Vehicles Approved Used Warranty with us.

Your Confirmation of Cover shows the sections of the cover that are applicable, the **covered vehicle** and any special terms or conditions that may apply.

It is very important that you read the whole of this Cover Booklet 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 assistance.

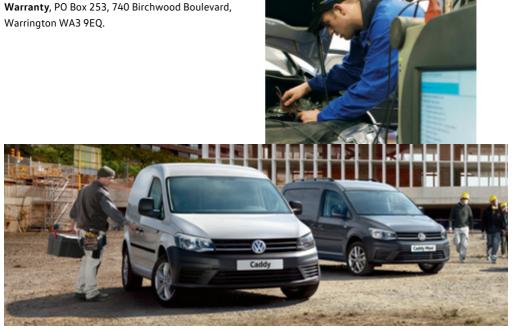
If you need to contact us regarding this cover, please call: Volkswagen Commercial Vehicles Warranty on 0333 043 3784.

Telephone lines are open Monday to Friday, 8am to 5pm, excluding bank holidays.

Or write to us at: Volkswagen Commercial Vehicles

How this cover works

This Warranty is not an insurance product but a guarantee provided by Volkswagen Commercial Vehicles UK. 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 claims you make which are covered by this cover, occurring during the period of cover 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 Contract (Rights of Third Parties) Act 1999.

You may have statutory rights in relation to the purchase of the vehicle. Your statutory rights are not affected in any way by this Warranty cover. For further information about your statutory rights contact your local authority Trading Standards Department or the Citizens Advice Bureau.

Cancellation rights/refunds

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

Transfer of ownership

This cover can be transferred to any subsequent owner of the **covered vehicle** during the period shown on the **Confirmation of Cover.**

Servicing requirements for your Volkswagen

Your vehicle should be serviced in accordance with Volkswagen's recommendations.

Any damage to or defect in the **covered vehicle** caused by poor or insufficient servicing will not be remedied under the **covered vehicle's** Warranty.

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

Policy wording.

Comprehensive Warranty

What's covered?

This Volkswagen Commercial Vehicles Approved Used Warranty guarantees **your covered vehicle** should it require repairs following a sudden **electrical or mechanical failure** of the factory fitted parts covered by the terms and conditions of this Warranty cover.

What's not covered?

- 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 **covered vehicle** is not within 1,000 miles of its next scheduled service.

Miscellaneous

The rectification of oil leaks is not covered and the cost of seals and gaskets will only be accepted where they are required as a direct consequence of a valid claim under the Warranty.

Warranty exclusions

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

- Corrosion, frost, salt, hail, windstorms, lightning, airborne fallout, (e.g. chemicals, tree sap, bird droppings, etc.), water ingress or flooding
- 2. Any defect which is likely to have existed before the **period of cover**
- Wear and tear, normal deterioration, routine servicing, maintenance or reprogramming (other than standard manufacturer software updates)
- Failure of any part due to the accumulation of carbon deposit(s) is not covered by this Warranty
- 5. Faulty repairs, incorrect servicing or failure to have the covered vehicle serviced in accordance with the manufacturer's specification. If you fail to have the covered vehicle serviced in accordance with the manufacturers specification, cover will still apply for components which are not connected to vehicle servicing
- Lack of oil, fuel, lubricants, 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 additives other than those recommended by the manufacturer of the covered vehicle
- Vehicles modified in any way from the original manufacturer's specification

- 8. Any loss where the speedometer has been tampered with, altered, disconnected or where the mileage of the covered 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 the covered vehicle under this cover
- Any vehicle used for competitions (including practice), track days, racing, pacemaking, rallies or speed or duration tests, or power testing
- Any vehicle which is owned by a business formed for the purpose of selling or servicing motor vehicles or for hire or reward or by a driving school
- 11. Losses or damage due in any way to any type of accident, overloading, 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 the covered vehicle when a fault becomes apparent)
- 12. Any component which is subject to recall by the **covered vehicle's** manufacturer
- 13. Electrical or mechanical failure which happens outside the area of cover
- Cleaning, polishing, operations performed under normal maintenance, adjustments, modifications, alteration, tampering, disconnection, improper adjustments or repairs
- 15. We will pay for damage caused to a covered part if caused by another covered part
- We will not pay for any damage to parts not covered by this Warranty even if the damage is caused by a covered part
- 17. 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

- 18. 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 Warranty 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
- 19. You should check whether you have any other Warranty or insurance policies that may cover additional damage or related costs or losses not covered by this Warranty
- 20. Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel
- 21. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment
- 22. 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
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 24. Any costs covered under any other Warranty, guarantee, insurance or cover

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**. **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.

Additional benefits

If **your covered vehicle** is in the workshop being repaired under the terms and conditions of the Volkswagen Commercial Vehicles Approved Used Warranty, **you** are entitled to free van hire for up to three days to a maximum of £100 a day inclusive of VAT. Please note that the **covered vehicle** must have been at the Volkswagen Assured Van Centre for a minimum of 24 hours to qualify for this benefit and that the fuel and insurance is the responsibility of the vehicle **beneficiary**. Applicable only to vehicles over two years old at the time of purchase.

In the event of a Warranty claim, **your** Volkswagen Assured Van Centre will verify if van hire is applicable to **your covered vehicle** by obtaining authorisation from **Volkswagen Commercial Vehicles Warranty**. Reimbursement will not be made unless this procedure has been followed.

How to make a Warranty claim (UK)

Contact **your** nearest authorised Volkswagen Assured Van Centre and advise them that **your covered vehicle** is protected by the Volkswagen Commercial Vehicles Approved Warranty. The Volkswagen Assured Van Centre will manage the claim process on **your** behalf.

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

Volkswagen Commercial Vehicles Warranty reserve the right to examine the covered 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 the covered vehicle or defective components, then we may not pay all or any part of your claim.

How to make a Warranty claim (Continental Europe)

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: 0333 043 3784[†]

Email:

customerservices@vwcv-usedwarranty.co.uk

Post: Volkswagen Commercial Vehicles Warranty, PO Box 253, 740 Birchwood Boulevard, Warrington WA3 9EQ

Please retain a copy of the repair invoice and the original service records for **you**r 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.

†Telephone lines are open Monday to Friday, 8am to 5pm, excluding bank holidays.

General terms and conditions.

These conditions apply to all sections of **your** Approved Used 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 period of cover). 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 the covered vehicle and will test damaged components.

Looking after your vehicle

You must take all reasonable steps to safeguard the covered vehicle against breakdown/immobilisation and/or electrical or mechanical failure.

IMPORTANT: If you fail to have the covered vehicle serviced correctly in accordance with the manufacturer's specifications during the period of cover, 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 Commercial Vehicles Approved Used 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 www. themotorombudsman.org



Vehicle Warranties

How to make a complaint

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 tell us about it so that we can do our best to solve the problem.

In the first instance, please write to **us** at: **Volkswagen Commercial Vehicles Warranty**, PO Box 253, 740 Birchwood Boulevard, Warrington WA3 9EQ;

Or email **us** at:

customerservices@vwcv-usedwarranty.co.uk;

Or telephone **us** on 0333 043 3784.[†]

If you are not satisfied with any 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 www.themotorombudsman.org or call their Consumer Advice Line: 020 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.

Change of address

If you need to change address, please contact Volkswagen Commercial Vehicles Warranty on 0333 043 3784.[†]



†Telephone lines are open Monday to Friday, 8am to 5pm, excluding bank holidays.

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 Travel¹

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 **0330 100 3241** 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 | +44 800 777 172 | Call charges may vary by provider |
| UK | +44 330 100 3242 | 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.

¹ 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 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; 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.

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
- 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:

<u>customerservices@vwcv-motcover.co.uk</u> What to do if vou 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.

†Telephone lines are open Monday to Friday, 8am to 5pm, excluding bank holidays.

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.financialombudsman.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.

Important information - continued

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. 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



Use of data.

Volkswagen Commercial Vehicles Approved Used Warranty 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 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

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



Commercial Vehicles