

Volkswagen Commercial Vehicles

All-in Warranty Terms

Welcome to your Volkswagen Commercial Vehicles All-in Warranty.

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

Meaning of words

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

Agreement

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

Area of cover

The **UK** and **Continental Europe**.

Beneficiary, beneficiaries

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

Breakdown/immobilisation

Electrical or mechanical **breakdown**, road traffic accident, vehicle fire or theft, loss of keys, punctures or running out of fuel, causing **your vehicle** to be immobilised.

Confirmation of Cover

The attachment provided with your confirmation email, which details your policy number and **contract period**.

Continental Europe

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

Contract period

The period shown on **your Confirmation of Cover** between **your** start date and end date.

Electrical or mechanical failure

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

Incident date

The date of the incident that results in the claim.

Market value

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

Maximum claim limit

The **market value** for **your vehicle** at the time of the claim inclusive of VAT.

No-claim period

The first 30 days of **your** All-in Warranty where **you** will not be able to make a claim. This is only applicable to **your vehicle** if it had no warranty cover in place for more than 30 days prior to when **your** All-in plan started. This will be clearly shown on **your Confirmation of Cover** if applicable. If any components suffer **electrical or mechanical failure** in this period, they will not be covered under this policy.

UK

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

We, our, us

Volkswagen Commercial Vehicles UK and/or any third party acting on **our** behalf. Volkswagen Commercial Vehicles UK is a trading division of Volkswagen Group United Kingdom Limited, Yeomans Drive, Blakelands, Milton Keynes, MK14 5AN.

Wear and tear

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

You, your

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

Your vehicle

The vehicle shown on the **Confirmation of Cover**.

Introduction

Volkswagen Commercial Vehicle All-in 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 your vehicle** occurring within the **area of cover**.

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

All the details of how to make a claim, together with conditions of **your** cover, are set out in the following pages. However, if **you** have any questions, **your** authorised Volkswagen 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 **your vehicle**.

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

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

Important information

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

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

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

Important telephone numbers

For general enquiries about **your** All-in Warranty, please contact **your** Volkswagen Van Centre in the first instance. Alternatively, you can email vwcvfinancevwcvfinancecustomerservices@vwfs.co.uk or call Volkswagen Commercial Vehicle Financial Services on **0370 010 2080** (select the option for service agreements). Lines are open Monday to Friday, 9am to 6pm.

How this cover works

This document and **Confirmation of Cover** must be read together as one document as they form the contract of cover between **you** and **us**. Subject to any **no-claim period**, **we** will pay for any valid claims made under this Warranty that occur during the **contract period** and within the **area of cover**.

Governing law

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

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

Cancellation rights

You have the right to cancel the **agreement** within 14 days without giving any reason. The cancellation period will expire after 14 days from the start date in **your Confirmation of Cover**. To exercise the right to cancel, **you** must inform Volkswagen Financial Services (UK) Limited ('Volkswagen Commercial Vehicle Financial Services') of **your** decision to cancel **your agreement** by clear statement (e.g. a letter sent by post or e-mail) or contact Volkswagen Commercial Vehicle Financial Services by phone on 0370 010 2080.

You can use a copy of the model cancellation form, but it is not obligatory. Alternatively, write to Volkswagen Commercial Vehicle Financial Services by email vwcvfinancevwcvfinancecustomerservices@vwfs.co.uk and include **your** full name, address and policy number. To meet the cancellation deadline, it is sufficient for **you** to send **your** communication concerning **your** exercise of the right to cancel before the cancellation period has expired. **Your** right to

cancel is lost once a performance of the services is expressly requested and begins during the 14 day cancellation period. For the avoidance of doubt, if **you** cancel this **agreement** all aspects of the All-in plan including the servicing/MOT and roadside assistance will also be cancelled and **you** will no longer benefit from any aspect of the **agreement**.

Transfer of ownership

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

Servicing requirements for your Volkswagen Commercial Vehicle

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

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

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

No-claim period

If **your vehicle's** previous warranty which was provided by Volkswagen Commercial Vehicles UK or Volkswagen Commercial Vehicle Financial Services expired over 30 days prior to the start date of your All-in plan, then **you** won't be able to claim in the first 30 days of your All-in Warranty. Effectively, **you** will have 23 months where **you** can make a claim on **your** warranty.

If **your vehicle's** previous warranty which was provided by Volkswagen Commercial Vehicles UK or Volkswagen Commercial Vehicle Financial Services has expired 30 days or less prior to the start of **your** All-in plan, or if there has been no break in warranty cover provided by Volkswagen Commercial Vehicles UK or Volkswagen Commercial Vehicle Financial Services, then **you** will be able to make a claim on **your** policy for the full 24-month duration and the **no-claim period** will not apply.

This Warranty will start on the date stated in your Confirmation of Cover regardless of any other warranty you may hold with Volkswagen UK, Volkswagen Financial Services or any other party.

Policy wording

What's covered?

This Volkswagen Commercial Vehicle Warranty guarantees **your 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, subject to the application of any **no-claim period**.

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

1. Corrosion, frost, salt, hail, windstorms, lightning, airborne fallout, (e.g. chemicals, tree sap, bird droppings, etc.), water ingress or flooding.



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2. **Any electrical or mechanical failure** which is likely to have existed before the **contract period** or occurred during the **no-claim period**.
3. Any **electrical or mechanical failure** which is covered under any other guarantee, insurance, warranty and/or gesture of goodwill.
4. **Wear and tear**, normal deterioration, routine servicing, maintenance or reprogramming (other than standard manufacturer software updates).
5. Failure of any part due to the accumulation of carbon deposit(s) is not covered by this Warranty.
6. Faulty repairs, incorrect servicing or failure to have **your vehicle** serviced in accordance with the manufacturer's specification. If **you** fail to have **your vehicle** serviced in accordance with the manufacturer's specification, cover will still apply for components which are not connected to vehicle servicing.
7. 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 **your vehicle**.
8. Vehicles modified in any way from the original manufacturer's specification.
9. Any loss where the speedometer has been tampered with, altered, disconnected or where the mileage of **your vehicle** cannot be verified; or where **you** or anyone else acting on **your** behalf acts in a way that prevents **us** from exercising **our** right to inspect **your vehicle** under this cover.
10. Any vehicle used for competitions (including practice), track days, racing, pacemaking, rallies or speed or duration tests, or power testing.
11. 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.
12. Emergency service vehicles are excluded.
13. 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 **your vehicle** when a fault becomes apparent).
14. Any component which is subject to recall by **your vehicle's** manufacturer.
15. **Electrical or mechanical failure** which happens outside the **area of cover**.
16. Cleaning, polishing, operations performed under normal maintenance, adjustments, modifications, alteration, tampering, disconnection, improper adjustments or repairs.
17. **We** will pay for damage caused to a covered part if caused by another covered part.
18. **We** will not pay for any damage to parts not covered by this Warranty even if the damage is caused by a covered part.
19. **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.
20. 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.
21. **You** should check whether **you** have any Warranty or insurance policies that may cover additional damage or related costs or losses not covered by this Warranty.
22. Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
23. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

24. 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.
25. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
26. Any non-Volkswagen Commercial Vehicle.

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 vehicle** is in the workshop being repaired under the terms and conditions of the Volkswagen Commercial Vehicles 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 **your 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 vehicle** by obtaining authorisation from **us**. 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 vehicle** is protected by the Volkswagen Commercial Vehicles All-in Warranty.

The Volkswagen Assured Van Centre will manage the claim process on **your** behalf. It is **your** responsibility to authorise any dismantling of **your vehicle** or any other work required to diagnose any faults with **your vehicle**.

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

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

How to make a Warranty claim (Continental Europe)

If **you** need to make a claim, please contact the Warranty team on +44 333 043 3784. Lines are open Monday to Friday, 8am to 5pm, excluding bank holidays.



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

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

- 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 **your** own safekeeping as **we** will be unable to return these to **you**.

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

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

General terms and conditions

These conditions apply to **your** Warranty 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.

Claims – Your duties

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

Looking after your vehicle

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

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

Motor Industry Code of Practice

This Volkswagen Commercial Vehicles 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



How to make a complaint about your Warranty

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

In the first instance, please write to the Warranty team at:
Volkswagen Commercial Vehicles Warranty, PO Box 253, 740 Birchwood Boulevard,
Warrington WA3 9EQ;
Or email at: Complaints@VWFS-VWCVwarranty.co.uk;
Or telephone on 0345 222 4524† (press 1 "Claims", then press 1 "Warranty" to get the correct team).

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

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

Use of your data

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

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

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

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

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

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

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