# **Volkswagen Financial Services**

## Finance. Insurance. Fleet. Mobility.

## 'All-in' - Volkswagen Roadside Assistance Terms and Conditions

These terms and conditions form the terms and conditions that apply to the Roadside  $Assistance\ elements\ of\ your\ All-in\ planands\ hall apply for the Contract Period.$ 

### 1. Definitions: the keywords in this Agreement have the following meanings:

Agreement - means the All-in Plan which shall comprise of these terms and conditions together with your Confirmation of Cover and the terms and conditions for the All-in Service/MOT and Warranty.

Accident – means an accidental crash immobilising the vehicle.

Approved Repairer - means a repairer approved by us.

Breakdown – means unforeseen mechanical or electrical failure during the Contract Period in the UK or in the **territory** which has either immobilised **your vehicle** or made it unsafe to drive.

**Conditions of Eligibility** – means those conditions set out in this document. **Confirmation of Cover** – means the document sent to you on activation of your All-in Plan with your Welcome email.

 $\textbf{Contractor} \textbf{-} \ \text{means any person, who} \ \textbf{we} \ \text{use to provide the services described}$ in this document.

ContractPeriod- means the period starting and ending on the date detailed in your Confirmation of the date and your Confirmation of the date and your Confirmation of the date.

**Details –** means **your** name and **vehicle** registration number and model

DVLA – means the Driver and Vehicle Licensing Agency, Swansea SA6 7JL responsible for registration of vehicles in the England, Scotland and Wales, the Isle of

 $Man\,Department for\,Transport responsible\,for registration\,of\,vehicles\,in\,the\,Isle\,of\,Man\,and\,the\,equivalent\,authorities\,in\,Northern\,Ireland,\,Jersey\,and\,Guernsey\,for\,vehicles$ 

in Northern Ireland, Jersey and Guernsey respectively. **Home –** means **your** permanent residence in the **United Kingdom**.

Resident of the United Kingdom – means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom. Specialist Equipment – is equipment of carried by All-in Roadside Assistance patrols. Territory – Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Gibraltar, Greece, Greece,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. **The AA** - Means Automobile Association Developments Limited.

The Party/Your Party – means the persons including you, travelling with you for the whole period of the journey during which the relevant breakdown or accident occurs.

United Kingdom/UK - means England, Scotland, Wales, Northern Ireland, the Channel Islands and

the Isle of Man.

Vehicle – means the vehicle you are driving whose details have been provided by Volkswagen Financial Services acting on our behalf to our contractor and is between 3- 6 years from the date of first registration, be a 2.0L engine or under and travelled less than 100,000 miles at the time of

Volkswagen Financial Services – means Volkswagen Financial Services (UK) Limited We/Our/Us – means Volkswagen Group United Kingdom Limited and/or any third party acting on our behalf.

You/Your – means the owner of the vehicle and any other person driving the vehicle with the owner's consent. This service applies to vehicles registered with the DVLA only, and is available throughout the

## 2. Volkswagen Roadside Assistance

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

- **Your** name and location Registration number and colour of **your** vehicle Vehicle model Description of the issue

- your mileage (if known)
  A telephone number where you can be contacted

Please do not make arrangements without first contacting Volkswagen Roadside Assistance on 0800 777 192. If You are ringing from a mobile phone in the UK, please call 0330 100 3241.

All calls to Volkswagen Roadside Assistance are recorded. This will help **us** to confirm details of a call that

SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a **breakdown** situation by sending an SMS to **07900 444 999**. Deaf, hard of hearing or speech impaired customers may contact Volkswagen Roadside Assistance using Text Relay. These services are not available outside the United Kingdom.

Volkswagen Roadside Assistance is provided by Volkswagen Group United Kingdom Limited in partnership with the AA. **We** reserve the right to make changes to these Terms and Conditions during the contract period where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority. Such changes will be updated on **our** website or notified to **you** in writing from time to time. Please check **our** website from time to time to take notice of any such changes **we** make, as they are binding on **you**.

Service in the United Kingdom
Volkswagen Roadside Assistance is available in respect of Vehicles registered with the relevant Vehicle Licensing Agency only.

(a) Roadside
If You are stranded on a public highway (or other accessible road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will arrange for a Contractor to assist You who will try to repair the Vehicle at the roadside.

roadside includes labour at the scene of the Breakdown but not labour at any garage to which the **Vehicle** is taken.

If the **Vehicle** cannot be repaired at the roadside, or if repairs are unwise, **We** will arrange for the **Vehicle** and up to eight people to be taken to an **Approved Repairer**. If **You** wish the **Vehicle** to be taken to any other destination **We** will use reasonable endeavours to assist if **You** pay for the towage costs for the whole distance.

If **You** cannot readily get to the **Vehicle, We** will arrange, if practicable, to have it towed to a place of safety and stored until **You** can collect it. **You** must be in attendance with the **Vehicle** at the time of **Breakdown** and at the time of assistance. If the Vehicle is stored, this is at Your cost.

## Roadside does not include:

- Routine servicing of the Vehicle.
   Breakdowns which would be prevented by routine servicing of Your Vehicle.
   Any labour other than that incurred at the roadside including, without limitation, garages.
   The cost of parts, fuel or other supplies.
- Replacing tyres or windows.

- Missing or broken keys. We may in Our absolute discretion attempt to arrange the services

- Missing or broken keys. We may in Our absolute discretion attempt to arrange the services of a locksmith if You pay them direct.
   The cost of ferry crossings, road toll and congestion charges.
   Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
   Vehicles which in the reasonable opinion of Our patrol or Contractor, had broken down or were unroadworthy before Your Vehicle became eligible for Volkswagen Roadside Assistance.
   Vehicles within a quarter of a mile of Your Home or where You normally keep the Vehicle.
   Contaminated fuel. However, We may in Our absolute discretion, arrange for the Vehicle to be taken to a local garage for You to arrange and pay for any work carried out.
   Any Vehicle storage charges before, during or after any assistance provided by Us.
   Assistance following an Accident, fire, theft or vandalismor other incident normally covered by a motor insurance policy. We may in Our absolute discretion arrange assistance if You pay for the cost of assistance. (You may be able to recover these costs under the terms of Your motor insurance policy.
   The tow or transport of any Vehicle which in Our reasonable opinion is laded beyond its
- The tow or transport of any **Vehicle**, which, in **Our** reasonable opinion, is loaded beyond its
- legal limit. Any **Vehicle** in a position where **We** cannot work on it or tow it, or wheels have been removed.
- We can arrange to rectify this but **You** will have to pay the costs involved.

  If there are animals in the **Vehicle**, their onward transportation is at **Our** sole discretion and is carried out solely at **Your** risk. **We** will not insure any animal or livestock in transit, during any onward transportation.

- (b) Recovery
  Recovery has the same features and limitations as Roadside but with the following variations:

   Recovery operates only in the United Kingdom.

   If We cannot arrange for the Vehicle to be repaired locally within a reasonable time, We will arrange for the Vehicle and up to eight people to be taken to an Approved Repairer or to any other single address. If there are more than five people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

   Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

   In the event that the Vehicle is vandalised or is involved in a road traffic Accident, We may in Our absolute discretion provide Recovery to the nearest Volkswagen UK approved body shop or, if You pay for the towage for the whole distance, to a destination of Your choice.

pay for the towage for the whole distance, to a destination of Your choice.

#### Recovery does not include:

Recovery does not include:

- Breakdowns of caravans, trailers or other objects being towed. If Your Vehicle suffers a

Breakdown We will recover any caravan, trailer or other object which has not broken down and which
was being towed by the Vehicle at the time of Breakdown, subject to the terms of Volkswagen
Roadside Assistance including the length restrictions.

- A second Recovery if:
a) the original issue has not been repaired properly by a party other than Volkswagen
Roadside Assistance;
b) Volkswagen Roadside Assistance have advised You that it is a temporary repair; or

- c) the desired destination cannot accept the **Vehicle** due to company opening hours
- or other restrictions.

  If a second Recovery is required, this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior
- to the relevant service being provided.

   Use of the services having the object or effect of avoiding repair costs. For example if a Vehicle can be repaired in a reasonable time We may not arrange recovery but arrange for repair

- c) At Home
  At Home has the same features and limitations as Roadside but with the following variations:
- At Home is only available in the United Kingdom.
   At Home allows You to use Roadside services within a quarter of a mile of Home or the place where You normally keep the Vehicle.

## At Home does not include:

- Rectifying failed repairs attempted by **You** or someone on **Your** behalf.
   Caravans, trailers or other objects being towed.
   The reimbursement of taxi fares.

(d) Onward Travel

If We cannot arrange for the Vehicle to be repaired locally within a reasonable time, We may in Our
absolute discretion arrange one of the following;

Either a hire car of similar size/capacity for 48 hours to enable You to complete Your journey, providing

- that there is one available and that **Tou** can meet the requirements of the can me supplied which include:

  Age limits. Drivers must be at least 21 years of age.

  The need to have a current driving licence, and, if held, a driving licence photocard with **You**.

  Limitations on acceptable types or number of motoring offence penalties and/or penalty points endorsed on **Your** driving licence.

  The need to provide a valid credit/debit card number. (Alternatively, the carrental provider will

- The need to provide a valid credit/debit card number. (Alternatively, the carrental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to You). All hires are subject to the supplier's terms and conditions. Or overnight accommodation for You and Your Party up to a maximum of £150 per person in total or £500 for Your Party whichever is less. This does not include the cost of providing meals and drinks. You will have to pay for any extra hotel or transport costs.
Or a refund of the cost of public transport, standard class rail or other transport, for the driver, and up to seven passengers to reach the end of their journey, subject to a maximum of £150 per person or £500 for Your Party whichever is less.

Your Party whichever is less.

The following do not form part of Volkswagen Roadside Assistance:

- Caravans, trailers or other objects being towed. However, if Your Vehicle suffers a Breakdown

We will recover any caravan, trailer or other object which has not broken down and which was being towed by the Vehicle at the time of Breakdown, subject to the terms of Volkswagen Roadside Assistance including the length restrictions.

– Any Onward Travel Benefits, as stated above, before **Our** attendance of the Breakdown incident.

- incident.

  Any charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to You keeping the vehicle after the agreed period of hire (You must settle these charges directly with the supplier).

  A second use of Onward Travel Benefits if the original issue has not been properly repaired by a third party other than Volkswagen Roadside Assistance or if Volkswagen Roadside Assistance have advised You that it is a temporary repair.

  Any Onward Travel Benefits, as stated above, if the Vehicle has been involved in an Accident.
- Any Onward Travel Benefits, as stated above, due to misfuelling, lost keys, lock-outs, kerb
- collisions, wheel changes and punctures.

In the event that **You** lose, break, or lock **Your** keys in **Your Vehicle We** may in **Our** absolute discretion attempt to locate a replacement/spare key and get this to **You**. Or **We** may in **Our** absolute discretion decide to recover **You**, the **Vehicle** and its passengers to the nearest Volkswagen UK Retailer.

## Accident Management

Accident Management may be provided in **Our** absolute discretion and, where provided, is subjectto all of the relevant terms set out in this document, in addition to the terms set out below.

These are the services that **We** can provide to **You** at the scene:

When **You** phone, **We** will give **You** advice on a wide range of issues, including what information **You** need to collect, whether **You** need to contact the police, and how to deal with the other party.
(ii) Vehicle driveability check
Through asking **You** a series of questions, **We** will assist **You** in determining the driveability of **Your** 

Vehicle.

(iii) Virtual insurance claimform

We can collect and record all the relevant information about the Accident for You, which We can supply to You at anytime in writing, by fax or email, or over the telephone.

Liability assessment

We can, if We have enough information, give You a preliminary view on who We think is liable and advise You how to deal with the situation.

(v) Motor insurance claim reporting

We can, if **Your** insurers will let **Us**, report the Details of **Your Accident** to **Your** insurance and ask them to contact **You** at a time convenient to **You** to arrange repairs etc. Alternatively, **We** assist **You** in arranging repairs. Please note: that many of the above can services can also be provided to You once You have left the scene of the Accident.

(g) Further services
These are the services We can provide to You once You have left the scene:

> Call back – at a time to suit **You**We will call **You** back to deal with any other issues that **You** may have and provide a more detailed view of **Your** options.

➤ Legal advice

We can provide You with initial legal advice related to Your Accident including uninsured losses, repair advice, traffic offences, consumer disputes and the best ways of getting the best value for Your Vehicle if it is a write-off.

> Replacement vehicle assistance

If You are not liable for the Accident and the other party's insurer agrees with this (and in certain other circumstances at an additional cost) We may be able to assist You in obtaining a like for like temporary replacement vehicle until Your Vehicle is repaired. This will be subject to certain restrictions and the terms and conditions of the vehicle supplier who will contract with You directly.

> Personal injury claims assistance

We can provide a personal injury consultation with a qualified legal professional to assess the prospects of pursuing a claim for compensation for **You**r injuries or uninsured losses, where **We** consider **You** have a claim.

For further information call Us on 0800 777 192, please select the appropriate option for Accident

## 3. Accident Management terms and conditions

(a) Accident Management services do not form a policy of Insurance.
(b) Accident Management will only be provided following **Your** involvement in an **Accident** 

(b) Accident Management will only be provided following Your involvement in an Accident in the United Kingdom (please note that restrictions on certain services may apply in NorthernIreland. (c) We can stop providing You with Accident Management at any time if We reasonably believe (at Our discretion) that the service You are requesting goes beyond the scope of Accident Management or will cause Us to incur unreasonable costs on Your behalf (for example, if any claim is disputed by Your insurers, We will not be obliged to assist You in pursuing the claim). This will not affect any other aspect of Volkswagen Roadside Assistance.

(d) Any contract for goods or services We obtain on Your behalf will be between You and the third party supplier (nuless We notify You otherwise). We will not be responsible for the terms of any agreement with a third party supplier, or for the implications to You of entering into a contract on those terms. You should therefore check the terms of any such agreement carefully, to ensure that You are happy with them.

(e) There may be additional charges for goods or services We arrange on Your behalf including, but not limited to, services such as the sourcing of car hire or car repair. You will be notified of any additional charges (either by Us or the third party supplier) before You are obliged to enter into any contracts with any third party suppliers.

A **Vehicle** is only eligible to receive this aspect of Volkswagen Roadside Assistance if it is being used for a journey and returning to the **United Kingdom** within the **Contract Period**. Any number of journeys up to 90 days each in duration are eligible for Volkswagen Roadside Assistance, but longer stays are not. Volkswagen Roadside Roadside Assistance provided in respect of **Breakdown** soccurring in the European Territories is subject to a maximum total benefit of £2,500 per claim. In the event of a **Breakdown**, **We** will procure for the following, subject to the limitations for each section.

## 4. Service in the United Kingdom en route to the European Territory

If You are stranded on a public highway through Breakdown of the Vehicle on the outward journey from Home, to Your point of departure from the United Kingdom, or on the inward journey from Your point of entry to the United Kingdom to Home, We will arrange and cover the cost of services as if You were

In addition, **We** may in **Our** absolute discretion procure a contribution towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if Volkswagen Roadside Assistance confirms the **Vehicle** cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

## 5. Service whilst abroad

## (a) Volkswagen Roadside Assistance is available for:

- Attendance of local Breakdown or garage services to repair the Vehicle at the roadside if possible; or
- -Tow of the **Vehicle** from the place of **Breakdown** or, in **Our** absolute discretion,

Accident to the nearest local repairer where You may arrange repairs:

- Storage charges for the **Vehicle** while awaiting repair or repatriation up to £100 (this is provided in **Our** absolute discretion); and
- -The cost of wheel changes but not for replacement tyres, such assistance to be provided

at Our absolute discretion.

## Volkswagen Roadside Assistance is not available for:

- Any labour costs other than those incurred at the roadside. **We** will not pay labour costs
- at any garage to which the Vehicle is taken; or
- Repair costs, including labour, if the **Vehicle** was in a road traffic **Accident**, damaged by fire
- or stolen or is considered une conomical to repair; or
- The cost of parts used for roadside or garage repairs; or
- $The \, cost \, of \, any \, repairs \, not \, directly necessary \, to \, enable \, the \, \textbf{Vehicle} \, to \, continue \, the \, journey$ on the date of the Breakdown; or
- The cost of any other supplies, including but not limited to Specialist Equipment.

 $If the \,Volkswagen\,Group\,European\,Road side\,Assistance\,centre\,can\,confirm that\,repairs\,to\,the\,\textbf{Vehicle}\,will\,Assistance\,centr$  $take more than 12 hours of being notified of a \textit{Breakdown}, or if it is to be repatriated to the \textit{United Kingdom} then Volkswagen Roadside Assistance may in \textit{Our} absolute discretion provide for either:}$ 

## a) Additional accommodation expenses

A contribution of up to £60 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for the Vehicle. Volkswagen Roadside Assistance is not available for the costs of meals, drinks or any other costs.

#### b) Journey continuation or return Home

A contribution (subject to the limits set out in these Terms and Conditions) to travel expenses to

- Continue the planned journey during the period the Vehicle is not roadworthy; or
- Return Home by a direct route.

 $Expenses\,can\,comprise\,self-drive\,car\,hire\,up\,to\,a\,maximum\,of\,\pounds750\,including\,collision\,damage$ Expenses can comprise self-drive car hire up to a maximum of £750 including collision damage waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both. Volkswagen Roadside Assistance will in its reasonable discretion decide which course of action to adopt, but Volkswagen Roadside Assistance will take into consideration Your preference. You must collect the Vehicle when repaired, as once the Vehicle is repaired and You have been notified, Volkswagen Roadside Assistance will not pay any further expenses other than the costs of collection. This benefit may also be available, in Our absolute discretion, if the Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when the Vehicle is recovered in a roadworthy condition.

### Volkswagen Roadside Assistance is not available for:

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.
- The cost of any car hire beyond the period agreed with the Volkswagen Group European Roadside Assistance centre.
- Any car hire expenses after the **Vehicle** is repaired except for the direct journey to return and collectit.
- First class rail fares.
- Any costs under this benefit if they are for a service **You** used at the same time as the previous section 'Additional accommodation expenses'.
- International drop charges where a vehicle hired from abroad is dropped within the United Kingdom
- The costs of hiring a motorcycle.
- $Any hire costs not arranged through Volkswagen Road side Assistance \, or a greed \, by \, Volkswagen \,$

 $If Volkswagen\,Roadside\,Assistance\,can\,confirm\,that repairs\,cannot\,be\,completed\,by\,\textbf{Your}\,planned$ return date to the United Kingdom and providing the cost of repatriation is not uneconomical.  $(Repatriation will be une conomical if it will cost more than the \textbf{United Kingdom} \, market value \, of \textbf{Your} \, and the \textbf{Your} \, are the properties of \textbf{Your} \, and \textbf{Your} \, are the properties of \textbf{Your} \, and \textbf{Your} \, are the properties of \textbf{Your} \, and \textbf{Your} \, are the properties of \textbf{Your} \, are the proper$ Vehicle according to Glass's guide or other appropriate industry standard used by Volkswagen Roadside

## Volkswagen Roadside Assistance may in Our absolute discretion either:

### a) Vehicle repatriation to the United Kingdom

Arrange and cover the cost of taking the **Vehicle** by a road transporter from abroad to **Your Home** or chosen **United Kingdom** repairer for repair in the **United Kingdom**. When repatriation is authorised it  $normally \, takes \, 10\text{-}14 \, working \, days \, for \, delivery \, to \, a \, \textbf{United Kingdom} \, address \, from \, most \, west \, European \, and \, becomes \, for \, delivery \, to \, a \, \, becomes \, for \, delivery \, becomes \, delivery \, delivery$ countries. At busy times and from east European countries it may take longer.

If the **Vehicle** has been fitted with a roof box or bicycle rack, **You** must remove and place it inside the Vehicle. The roof box keys need to be left with the Vehicle keys.

## Volkswagen Roadside Assistance is not available for:

- $Any \, repatriation \, not authorised \, by \, the \, Volkswagen \, Group \, European \, Road side \, Assistance \, centre$
- Repatriation if this is une conomical. Repatriation will be une conomical if it will cost more than the  ${\bf United\,Kingdom\,}$  market value of the  ${\bf Vehicle\,}$  according to Glass's guide or other appropriate industry standard used by Us.
- The cost of repatriation if the Vehicle is roadworthy.
- Any **Vehicle** being repatriated if Customs in any country find its contents are breaking the law.
- Any further costs in connection with the **Vehicle** once declared a write-off by **Us**.

## b) Collection of Vehicle left abroad for repair

Cover the following costs up to £600 for one person to collect the Vehicle, repaired abroad after

- Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of **Your** original cross channel ticket).
- Up to £60 per night for single roomhotel accommodation necessary to complete the round trip - limited to room only.

## Volkswagen Roadside Assistance is not available for:

- First class rail fares.
- The cost of any meals and drinks.
- The costs of more than one person

**Note:** the Volkswagen Group European Roadside Assistance centre will decide whether **Your Vehicle** should be repaired abroad for **You** (or someone nominated by **You**) to return and collect. When **You** are advised the **Vehicle** is repaired and ready for collection, **You** must immediately notify Volkswagen Roadside Assistance by telephoning:

Volkswagen European Roadside Assistance 24 hour helpline: **00 800 1330 3939.** 

## Authority for repatriation or repair

If the **Vehicle** is not able to be driven due to a road traffic **Accident**, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately.Your insurers must decide whether to declare the Vehicle as a write-off, authorise repair abroad or have the **Vehicle** repatriated. **We** cannot repatriate the **Vehicle** unless **Your** insurers first give their permission. Any repatriation after an **Accident** is at **Our** absolute discretion.

 $Volks wagen Road side Assistance also reserve the right to negotiate with them to reclaim costs incurred. If {\it Your} insurers cannot or do not give permission to repatriate then it is Volks wagen Road side. The repatriate then it is Volks wagen Road side. The repatriate then it is Volks wagen Road side. The repatriate then it is Volks wagen Road side. The repatriate then it is Volks wagen Road side. The repatriate then it is Volks wagen Road side. The repatriate the repatriate then it is Volks wagen Road side. The repatriate the repatria$ Assistance's decision alone whether to declare the **Vehicle** as a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which **You** do not have fully comprehensive cover.

#### 6.Additional services

We may in Our absolute discretion provide the following if applicable:

### (a) Urgent message relay service

We may in **Our** absolute discretion relay urgent messages from the Volkswagen Group European Roadside Assistance centre to **Your** immediate relatives or close business associates if the **Vehicle** cannot be driven because of Breakdown, Accident or fire or it is stolen.

## $Volkswagen\,Roadside\,Assistance\,does\,not\,provide\,assistance\,with:$

- $\ Non \, urgent \, messages \, or \, messages \, to \, persons \, not \, described \, in \, the \, previous \, paragraph.$
- The cost of relaying any urgent message not arranged through the Volkswagen Group European Roadside Assistance centre.

### (b) Replacement driver

 $\textbf{We}\, \text{may in } \textbf{Our}\, \text{absolute discretion arrange and cover the costs of a replacement driver to drive the costs of the cost$ Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and **You** are the only qualified driver.

 $A \, replacement \, driver \, will \, not \, be \, arranged \, if \, there \, is another \, qualified \, driver \, in \, \textbf{The Party} \, who \, is \, fit \, to \, driver \, in \, \textbf{The Party} \, who \, in \, \textbf{The Party$ drive. Replacement drivers are limited to one per journey abroad.

### A. Service in the United Kingdom and abroad

### Credit card details

Volkswagen Roadside Assistance will require **Your** credit card details if Volkswagen Roadside Assistance  $arrange\ a\ service\ for\ \textbf{You}\ which\ is\ not\ covered\ by, or\ exceeds, any\ levels\ specified\ in\ the\ part\ entitled$ 'Terms and Conditions'. If You do not provide Volkswagen Roadside Assistance with Your credit card details Volkswagen Roadside Assistance will not be able to provide certain services which will be notified to  $\boldsymbol{You}$  when credit card details are requested.

### Caravans and trailers

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailersand/or caravans must not exceed 7m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and **We** provide recovery, the caravan or trailer will be recovered together with the **Vehicle** to a single destination. Other than as set out in this paragraph caravans and trailers are not eligible to receive Volkswagen Roadside Assistance. **We** do **Our** best to find solutions to motoring problems, but **We** regret **We** cannot arrange a replacement caravan or trailer in the event of **Breakdown** or, in **Our** absolute  $discretion, \textbf{Accident}\ damage\ which\ cannot\ be\ repaired.\ It\ is\ also\ virtually\ impossible\ to\ hire\ vehicles\ with$ tow bars and it may become necessary to repatriate a caravanor trailer together with a towing vehicle which cannot be repaired abroad by the return date.

Except in relation to any claim **You** may have for death or personal injury or for fraud or fraudulent misrepresentation, neither **We** nor **Our Contractors** will be liable for any increased costs or expenses or any loss, damage, cost or expense incurred as a result of, or in connection with, Volkswagen Roadside and the connection with the connection win the connection with the connection with the connection with theAssistance that is not reasonably foreseeable, including loss of profit, business, contracts, revenue or anticipated savings, or for any business losses. **We** do not guarantee the provision of any of the benefits  $under this document, if there is anything beyond {\bf Our} reasonable control (for example storm, flood, severe {\bf Our} reasonable control (for example storm) and {\bf Our} reasonable control (for example storm)$ weather, severe road traffic congestion, natural disaster, terrorist attack, war, strikes) or the reasonable control of any service provider which prevents **Us** or a service provider from providing that benefit. Where such an event occurs, Our obligations under Volkswagen Roadside Assistance will be suspended and the time for performance of Our obligations will be extended for the duration of the event outside Our control.Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service.

## Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send **Your** receipts to **Us** and **We** will reimburse **You** subject to these Terms and Conditions, in particular the limits set out in the 'Onward Travel' and 'Service Whilst Abroad' sections.

## Contractors

 $Volkswagen\,Roadside\,Assistance\,is\,provided\,by\,Volkswagen\,Group\,\,United\,Kingdom\,Limited. \textbf{We}\,reserve$ the right to change any Contractor (including the AA) in Our sole discretion from time to time

Please note: Our Contractors provide services to Us and to drivers of Vehicles on Our behalf. Nothing inthe Terms and Conditions creates a direct contract between You and the AA.

# B. Service in the United Kingdom only

Battery related issues

 $\textbf{We}\, \mathsf{may}\, \mathsf{in}\, \textbf{Our} \mathsf{absolute}\, \mathsf{discretion}\, \mathsf{provide}\, \mathsf{the}\, \mathsf{following}\, \mathsf{benefits} \mathsf{:}$ 

- Initial attendance for a battery related issue
- The fitting of any parts or batteries purchased by **You** prior to **Our** attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary call outs.
- Volkswagen Roadside Assistance will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.

## C. Service abroad only

## Motorinsurance

We strongly recommend You tell Your motor insurers before taking the Vehicle abroad. If You do not, Your do not the Your do not the Your do not the You do not themotor insurance policy may only cover You for damage You might cause to other people or their propert (third party cover). This means that You would not be covered for any loss or damage to the Vehicle.Your insurers will also need to know if You are towing a caravan or trailer. Service providers
Unless the services are provided by Volkswagen Roadside Assistance patrols or Contractors acting on Our instructions and on Our behalf, We do not give any guarantee as to the services provided by:

- garages
- breakdown/recovery companies,
- repairers,
- car hire companies and
- other third party service providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We arrange on Your behalf the providers whose emergency services We are the providers whose emergency servicand/or pay for under European Motoring Assistance.

Such entities do not act as **Our** agents or subcontractors and **We** do not accept responsibility for their  $acts \, or \, omissions. \textbf{You} \, should \, check \, that \, any \, repairs \, to \, \textbf{Your} \, \textbf{Vehicle} \, are \, carried \, out \, to \, \textbf{Your} \, reason \, to \, \textbf{Your} \, are \, carried \, out \, to \, \textbf{Your} \, reason \, to \, \textbf{Your} \, are \, carried \, out \, to \, \textbf{Your} \, reason \, to \, \textbf{Your} \, are \, carried \, out \, to \, \textbf{Your} \, reason \, to \, \textbf{Your} \, are \, carried \, out \, to \, \textbf{Your} \, reason \, to \, \textbf{Your} \, are \, carried \, out \, to \, \textbf{Your} \, reason \, to \, \textbf{Your} \, are \, carried \, out \, \textbf{Your} \, are \, \textbf{Yo$ satisfaction.

#### Important self-drive hire car information

Volkswagen Roadside Assistance will normally try to arrange a hire car similar in seating  $capacity and volume \ to, but \ not \ necessarily \ the same \ as, the \textbf{Vehicle}, if there \ is \ one \ available.$ If You were travelling in an MPV or similar Vehicle, Volkswagen Roadside Assistance may arrange two hire cars. Volkswagen Roadside Assistance will only arrange this if there are two qualified drivers in Your Party. Otherwise, Volkswagen Roadside Assistance will arrange alternative means of transport.

 $Self-drive\ car\ hire\ arranged\ will\ be\ subject to\ the\ normal\ conditions\ of\ the\ hiring\ company.\ \textbf{You}\ will\ be\ arranged\ will\ w$ required to enter in to a vehicle hire contract with the relevant hire car provider, and such contract will be between You and the relevant hire car provider. Hire car providers do not act as Our contractors.The terms of such contracts will generally include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full  ${\bf United\,Kingdom}$  driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. If **You** leavea hire car at a differentlocation to the one arranged by the Volkswagen Roadside Assistance contact centre **You** must pay any collectio charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver. In some parts of Europe hire cars are not allowed to cross national borders. It may be necessary to arrange two hires or alternative transport to complete **Your** journey. A car hired abroad must not be brought into the United Kingdom. It cannot be guaranteed that a hire car will be

available.
Volkswagen Roadside Assistance cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot quarantee the hire of minibuses or vans. Volkswagen Roadside Assistance will not the same of the control of the cberesponsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired vehicle from the nearest available place of supply.

### Repayment of credit

### You must payback to Us on demand:

- a) any costs  $\mathbf{We}$  have paid for which do not form part of Volkswagen Roadside Assistance as described in this document;
- b) the cost of any spare parts supplied.

### Spares dispatch

After You have asked the Volkswagen Group European Roadside Assistance centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally. We will arrange the dispatch of parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in

#### 7. Exclusions

(Service in the United Kingdom and abroad)

transit or any delay in delivery.

 $In addition to any limits and exclusions noted elsewhere Volkswagen Roadside \, Assistance \, does \, noted \, and \,$ provide assistance in respect of, and neither **We** nor **Our Contractors** are responsible for the following:

- $1. \ {\sf Costs} \, for anything \, which \, {\sf was} \, {\sf not} \, {\sf caused} \, {\sf by} \, {\sf the} \, {\sf \textbf{Breakdown}}.$
- 2. Vehicles which have broken down as a result of taking part in any motor sport event or off-road activity (including, without limitations, rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, **Vehicles** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road, will be eligible to receive Volkswagen Roadside Assistance.
- 3. The cost of all parts, garage, labour or other costs in excess of the limits set out in this  $document. \ Please \ note these \ costs \ are \ likely \ to \ be \ higher in \ the \ \textbf{European Territory} \ than \ in \ the$ United Kingdom.
- 4. Loss caused by any delay, whether the benefit or service is being provided by Volkswagen Roadside Assistance or someone else (for example a garage, hotel, car hire company, carrier, etc.).
- 5. Any incident affecting a vehicle hired by You even if arranged for You by Us.
- 6. Routine servicing of Your Vehicle.
- 7. The cost of a glass or tyre specialist. **We** will arrange for **Your Vehicle** to be taken to a nearby  $garage for assistance \ but \ \textbf{You} \ will \ have to \ pay for \ any \ work \ carried \ out \ on \ the \ \textbf{Vehicle}. \ Any \ other$  $recovery\,may\,be\,arranged\,but\,\textbf{You}\,will\,be\,liable\,for\,any\,additional\,costs.$
- 8. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
- a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil  $commotion \ assuming \ the \ proportions \ of \ or \ amounting \ to \ an \ uprising, \ military \ or \ usurped \ power.$

Terror is m is defined as any act or acts including, but not limited to:

i) the use or threat of force and/or violence

and/or

ii) harmor damage to life or to property (or the threat of such harmor damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or

iii) caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such

- c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- 9. Any **Breakdown** or **Accident** caused directly or indirectly by the overloading of the **Vehicle** and/or any caravan or trailer.
- $10. \ \mathsf{Any}\, \textbf{Breakdown}\, \mathsf{or}\, \textbf{Accident}\, \mathsf{due}\, \mathsf{to} ;$
- a) running out of oil or water; b) frost damage:
- c) rust or corrosion;
- d) tyres which are not roadworthy;
- e) using the incorrect fuel.
- 11. Any request for assistance caused directly or indirectly by the effect of intoxicating liquors

or drugs.

- 12. Any request for assistance where the **Vehicle** is being driven by persons who do not hold a full  ${f United \, Kingdom}$  or other recognised and accepted driving licence valid for use in the  ${f United}$ Kingdom
- 13. Any claimwhich You have made under any policy of insurance held by You. If You have any policy which covers the same risk as Volkswagen Roadside Assistance **You** must advise **Us** of this when requesting service and **We** will be entitled to contact the insurance company to claim and receive a contribution towards costs.
- 14. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Volkswagen Roadside Assistance's discretion and solely at Your risk. Volkswagen  $Road side\ Assistance\ will not insure\ any\ animal\ during\ any\ onward\ transportation.$
- $15. \ \mathsf{Any}\,\mathsf{period}\,\mathsf{outside}\,\mathbf{Your}\,\mathbf{Contract}\,\mathbf{Period}\,.$
- $16. \ Any \ Volkswagen \ Passenger \ Carthat does \ not conform to the following \ specification:$
- a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM):
- b) maximum overall dimensions of: length 7m; height 3m; width 2.3m (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7m. If the Vehicle which has suffered

 $\textbf{a Breakdown} is towing \textbf{a caravan} \ or \ trailer \ and \ \textbf{We} \ procure \ recovery, \ the \ caravan \ or \ trailer \ will be$ recovered together with the Vehicle to a single destination. Other than as set out above, caravans and trailers are not eligible to receive Volkswagen Roadside Assistance. In the European Territory if the territory is the training training to the training training

## $17. \ \, \text{Any request for service by } \textbf{You} \, \text{unless } \textbf{You} \, \text{are } \textbf{Resident of the United Kingdom} \, \text{and the} \, \\$ $\label{lem:Vehicle} \textbf{Vehicle} \ \textbf{is} \ \textbf{registered} \ \textbf{with} \ \textbf{the} \ \textbf{relevant} \ \textbf{Vehicle} \ \textbf{Licensing} \ \textbf{Agency}.$

- 18. Any **Vehicle** which is not roadworthy and in good mechanical condition at least seven days before any booked journey within Your Contract Period . You must also make sure it is serviced as the manufacturer recommends
- $19. \ \mathsf{Any} \, \textbf{Vehicle} \, \mathsf{carrying} \, \mathsf{more} \, \mathsf{persons} \, \mathsf{than} \, \mathsf{recommended} \, \mathsf{by} \, \mathsf{the} \, \mathsf{manufacturer}, \mathsf{up} \, \mathsf{to} \, \mathsf{eight}$  $persons\ maximum\ (including\ the\ driver).\ Each\ person\ must occupy\ a\ separate\ fixed\ seat\ fitted$ during Vehicle construction and to the manufacturer's specification.
- 20. The Vehicle if it is unattended.
- 21. Any personal effects, valuables or luggage left in the Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
- $22. \ \textbf{Specialist Equipment} costs. \ \textbf{We} \ will however arrange for the specialist services if needed, and the specialist services if needed, and the specialist services if needed, and the specialist services in the specialist services in the special services in t$ but  ${\bf You}$  will have to pay for any additional costs direct to the  ${\bf Contractor}$ .
- $23. \ Any \ costs \ which \ are \ not \ specifically \ stated \ as \ being \ included \ in \ these \ Terms \ and \ Conditions$ of Volkswagen Roadside Assistance.
- 24. Vehicles which were broken down/had suffered a Breakdown or unroadworthy at the start of this Contract Period.
- $25. \ It is a legal requirement that \textbf{Vehicles} used or recovered with their wheels in contact with the c$ the public highway must have a valid current excise licence. We will attempt to fix You

 $\begin{tabular}{ll} \textbf{Vehicle} at the road side but will not provide any other service or benefit. \\ The above is not applicable to those vehicles exempt under Section 5 of the Vehicle service or the vehi$ Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/categories/travel-traffic-and-motoring/drivers-andvehicles/vehicleregistration-and-licensing/

- 26. The costs of any parts provided by Volkswagen Roadside Assistance to fix Your Vehicle at the roadside must be paid in full by credit/debit card at time of **Breakdown** before work can
- $27. \ Auxiliary \ equipment that \ does \ not \ form \ part \ of \ the \ factory \ specification. Service \ can \ be$ arranged on a Pay on Use basis.
- 28. In relation to any **Accidents** or customer induced faults (including flat battery due to user error, running out of fuel, use of incorrect fuel; and tyre defects due to error e.g. driving over potholes/kerbs, or failure to maintain correct tyre pressures) unless **We** elect in **Our** absolute discretion to do so.
- 29. In circumstances where provision of the Volkswagen Roadside Assistance would involve
- $30. \ When \textbf{Your Vehicle} is on private property e.g. garage premises, unless \textbf{You} can establish$ that You have the permission of the owner or the occupier.
- absolute discretion to provide service) attended by the police or other emergency service, until the Vehicle's removal is authorised. If the police in sist on recovery by a third party, the cost must also be a simple of the police ofbe met by You.

## 8. European claims procedure and conditions

 $When providing \ assistance \ \textbf{We} \ make \ every \ effort to \ arrange \ on \ \textbf{Your} \ behalf \ all \ costs \ within \ the \ limits \ set \ out \ in \ this \ document. However, in some instances \ \textbf{You} \ may \ be \ asked \ to \ pay \ locally \ and \ locally \ locally \ and \ locally \ locally \ locally \ and \ locally \ locally \ locally \ and \ locally \ locally$ reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost. Any costs to be reclaimed must be agreed in advance and up to the limits as set out in these Terms and Conditions.

If You have paid any cost which You believe is included as part of Volkswagen Roadside Assistance, $please \ telephone \ the \ \textbf{AA} for an application for mimmediately on \ \textbf{Your} return \ \textbf{Home}, \ quoting \ \textbf{Your} reference and \ \textbf{Vehicle} registration number. When returning \ \textbf{Your} completed application form \ \textbf{Your} completed application form \ \textbf{Your} completed application form \ \textbf{Your} complete \ application form \ \textbf{Your} complete \$  $should\,enclose\,relevant\,original\,receipts\,(not photocopies).\,To\,obtain\,an\,application\,form, please$ telephone 01256 493580

or email: overseasc

## Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any  $claim. \textbf{We} \ may \ refuse \ to \ arrange \ reimbursement \ of \ expenses \ \textbf{You} \ are \ claiming \ back \ if \ \textbf{You} \ cannot$ provide original receipts or bills for the items You have paid.

Claims for reimbursement are subject to **You** complying with the following conditions:

- $1. \ \textbf{You} \\ \textbf{must} \\ \textbf{do} \\ \textbf{all} \\ \textbf{You} \\ \textbf{can to prevent} \\ \textbf{Accident,} \\ \textbf{injury,} \\ \textbf{loss or damage,} \\ \textbf{asif} \\ \textbf{You} \\ \textbf{were note ligible} \\$  $to\,receive\,Volkswagen\,Roadside\,Assistance.$
- 2. You must forward to the AA any writ, summons, legal document or other communication about a claim as soon as **You** receive it.
- $\textbf{3. You} \, \text{must obtain any original receipts, certificates, police reports, evidence, etc.} \, \text{and give all } \, \textbf{2. You} \, \text{must obtain any original receipts, certificates, police reports, evidence, etc.} \, \textbf{2. And give all } \, \textbf{3. You} \, \textbf{3. You} \, \textbf{3. And give all } \, \textbf{3$ Your household insurance if necessary.
- $\textbf{4. You} \, \text{must} \, \text{not} \, \text{admit liability} \, \text{or} \, \text{offer} \, \text{or} \, \text{promise} \, \text{payment} \, \text{without} \, \text{the} \, \textbf{AA's} \, \text{written} \, \text{permission}$
- 5. The Vehicle must be roadworthy and in good mechanical condition when You commence Your journey.
- 6. If any claim is found to be fraudulent in any way Your claim will be forfeited.

You must, within seven days of any request from the AA, send to the AA copies of any European accident statements (called a "Constat d'amiable' in France) and/or any police reports should You make a claim following a road traffic incident.

## 9. Caringfor Our customers

### If You need to complain (UK and European Roadside Assistance)

Volkswagen Roadside Assistance aims to provide **You** with a high level of service at all times. However, there may be a time when You feel that Our service has fallen below the standard You expect. If this is the case and You want to complain, We will do Our best to try and resolve the situation.

There are several ways You can contact Us:

Telephone: 0344 209 0556

 $Email: {\bf vwgcustomer care operations@the AA.com}$ 

Post: Volkswagen Roadside Assistance Customer Care, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.

Fax: 0161 488 7544

Textphone users can contact us using Next Generation Texting (NGT) by prefixing any of our numbers with 18001.

 $\textbf{We} \ will either \ acknowledge \ \textbf{Your} \ complaint \ within five \ working \ days \ of \ receipt, \ or \ offer \ \textbf{You} \ \textbf{Our} \ final \ response \ if \ \textbf{We} \ have \ concluded \ \textbf{Our} \ investigations \ within \ this \ period.$ 

If We acknowledge Your complaint, We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within eight weeks. However, if We are unable to provide a final response within this period, **We** will write to **You** before this time and advise why **We** have not been able to offer a final response and how long  ${\bf We}$  expect  ${\bf Our}$  investigations to take.

Please note that the above number should only be used for complaints about Volkswagen Roadside  $As sistance's \ level \ of service, once \textbf{You} have \ returned \ \textbf{Home}. Any \ general \ enquiries \ relating \ to$ repatriation, claims for reimbursement of costs or other matters associated with **Our** European Service should be directed to Volkswagen European Roadside Assistance on **00 800 1330 3939** (Calls may be recorded and/or monitored).

If **You** have an issue not related to Volkswagen Roadside Assistance, then please write to: Volkswagen Passenger Cars Customer Services,

Selectapost 12, Sheffield S97 3ZU.

Telephone: **0845 850 8585** 

Email: <u>customerservices@volkswagen.co.uk</u>

#### 10. Transfer

You may assign this Agreement to any subsequent owners of the Vehicle for the Contract Period provided that You pay all the payments shown on Your Confirmation of Cover before the Agreement is assigned. Once all payments have been received Volkswagen Financial Services will agree to the assigning of the Agreement providing that You advise Volkswagen Financial Services in writing following the transfer of ownership and that the purchaser of the Vehicle agrees in writing to be bound by the terms and conditions of this **Agreement** in every way.

The Agreement is not transferable to another vehicle.

## Your personal data

We use Your personal information provided in connection with Your Agreement for the following

(a) when Your Volkswagen Roadside Assistance policy is due to expire, to produce and dispatch renewal correspondence to You. We do this for Our legitimate interests in ensuring that

 $\textbf{Our} customers \ are \ kept informed \ about \ the \ status \ of \ their \ policy \ and \ to \ ensure \ that \ \textbf{You} \ are \ given \ a \ choice$ as to whether **You** would like to renew **Your** Volkswagen Roadside Assistance policy; and

(b) to respond to queries and complaints that have been escalated to **Us** from the **AA** (including from the **AA**'s call centre). We do this as it is in our legitimate interests to communicate with **You** in order to respond to queries, complaints or claims and to manage legal and regulatory requests and requirements, and to  $enforce\, and\, protect\, our\, legal\, rights\, or\, to\, establish, bring$ or defend legal claims.

(c) You have rights in relation to the personal information that We process about You under data protection laws - please see Our main privacy statement for more information.

#### 12. Right to cancel

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** of **Your** decision to cancel this **Agreement** by clear statement (e.g. a letter sent by post or e-mail) or contact **Volkswagen Financial Services** on phone 0370 010 2080.

You can also use a copy of the model Cancellation Form, but it is not obligatory. Alternatively, write to Volkswagen Financial Services by email <a href="Customer Services@vwfs.co.uk">Customer Services@vwfs.co.uk</a> and include Your full name, address and policy number. To meet cancellation deadline, it is sufficient for You to send Your communication concerning 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 Service/MOT and warranty will also be cancelled and **You** will no longer benefit from any aspect of the **Agreement**.

This Agreement shall be construed and interpreted in all respects in accordance with the laws of the state of the staEngland.

Effective from 01 May 2021

The table below outlines the items required to be carried to comply with local laws, in addition to those which Volkswagen Roadside Assistance recommend in case of difficulties. This document was printed in February 2021 and the information provided was correct at time of going to print. As laws change from time to time, **We** advise that **You** check the local laws of the countries **You** are travelling to as the table below may have become out of date since printing. Whilst every effort has been made to ensure the material in this table is accurate, neither **We** nor **Our Contractors** can be held responsible if it becomes inaccurate due to any subsequent changes in the law.

 $\mathbf{c} = \mathsf{Compulsorv} \, \mathbf{r} = \mathsf{Recommended} \, \mathsf{bv} \, \mathbf{AA} / \mathsf{respective} \, \mathsf{country} \, \mathbf{v} = \mathsf{Yes} \, \mathbf{n} = \mathsf{No} \, \mathbf{u} = \mathsf{Unlawful}.$ 

## List of European motoring requirements

Driving Requirements	Austria	Belgium	Croatia	Denmark	France	Germany	Ireland	Italy	Netherlands	Norway	Portugal	Spain	Sweden	Switzerland
Minimum age/UK licence holders (1)	17	18	18	17	18	18	17	18	18	18	17 (13)	18	18	18
IDP required - UK licence holders	n (2)	n	n	n	n	n	n	n (3)	n	n	n (3)	n (3)	n (2)	n
Original registration document	c	c	c	c	c	¢	c	c	c	c	c	c	c	c
Motor vehicle insurance (4)	c	c	c	c	c	c	c	c	c	c	c	c	c	c
Motorway tax/vignette	c & Tolls	n	Tolls	Tolls	Tolls	n	Tolls	Tolls	n	Tolls	Tolls (18)	Tolls	Tolls	c & Tolls
GB sticker (5)	C	c	c	c	c	c	6	c	C	c	c	c	c	C
Warning triangle	c (6)	c (6)	c (6/8)	c	c (6)	r (7&16)	n	c (6)	r (9&6)	c (6)	r (9&16)	c (8&6)	r	c (6&8)
Reflective jacket/waistcoat	c (6/19)	c(10)	c (10)	r	c (6/10)	n	n	c(10&6)	n	r (10)	r(10)	c(10)	r	n
First-aid kit	c	r(16)	c (6)	r	n	r (16)	n	n	n	г	n	n	r	n
Fire extinguisher (6)	n	r(16)	n	r	n	n	n	n	n	r	n	n	r	n
Headlight adjustment (11)	c	c	c	c	c	c	n	c	c	c	c	c	c	c
On-the-spot fines	у	у	y (12)	у	у	у	y (12)	y (12)	у	у	y (12)	у	y(12)	у
Radar detectors (17)	u	u	u	u	u	u	u	u	u	u	u	u	u	u
Daytime headlights/passing lights - cars	n (15)	n (15)	c (15)	c	r (15)	r (15)	n (15)	c (14)	r	c	n (15)	n	c	c
Daytime headlights/passing lights - motorcycles	c	c	c	c	c	c	c	c	Y	ć	c	c	c	c
Breathalyser	n	n	n	n	c (20)	n	n	n	n	n	n	n	n	n

c = Compulsory r = Recommended by AA/respective country <math>y = Yes n = No u = Unlawful.

#### Guide to table:

- Guide to table:

  1. Minimum age at which a visitor may drive a car.

  2. UK driving licences which do not incorporate photograph are recognised but, drivers must be able to produce photographic proof of identity (e.g. passport).

  3. All valid UK licences should be accepted. However, the acceptance of the older 'all green' style UK licences cannot be guaranteed. Drivers may wish to voluntarily update them before travelling abroad, if time permits. Alternatively, older licences may be accompanied by an IDP.

  4. Before taking a vehicle abroad contact your motor insurer or broker to notify them of your intentions, and ask their advice. It is important to know what level of cover you will have and what documents you need to prove it.

  5. GB Stickers are compulsory within the EU unless your UK registration plates display the GB Euro-symbol (Euro-plates) which became a legal option from 21 March 2001. The Euro-plate must comply with the new British Standard (BS AU 145d). The Euro-plate is only legally recognised in the EU; it is still a requirement to display a GB sticker when travelling outside the EU.

  6. Not required for two-wheeled vehicles.

  7. Although not compulsory for visiting motorists to carry a warning triangle, its use is compulsory in an accident/breakdown situation.

  8. Spain: one warning triangle compulsory for non-Spanish registered vehicles. Note: drivers of non-Spanish registered vehicles should consider carrying two triangles as, regardless of regulations, local officials may impose an on-the-spot fine if only one is available. Croatia: two triangles compulsory for vehicles towing a trailer. Switzerland: warning triangle must be kept within easy reach (not in the boot).

  9. The use of hazard warning lights or a warning triangle is compulsory in an accident/brewer, a warning triangle should always be carried as hazard-warning lights or a warning triangle is compulsory in an accident/brewer, a warning triangle should always be carried ashazard-warning lights or a warning triangle is compulsory in an a
- 10. Wearing, compulsory if driver and/or passenger(s) exits vehicle immobilised on carriageway, in Italy at nightor in poor visibility, in Spain on all motorways and busy roads, it must be kept within the vehicle. In Croatia the wearing is compulsory

- 10. Wearing, compulsory if driver and/or passenger(s) exits vehicle immobilised on carriageway, in Italy at nightor in poor visibility, in Spain on all motorways and busy roads, it must be kept within the vehicle. In Croatia the wearing is compulsory whenever you have to get out of the vehicle at the roadside in an emergency. In Portugal and Norway the actual law applies to residents; however, regardless of the regulations local officials may impose an on-the-spot fine.

  In Belgium the wearing of the reflective jacket in their vehicle. In Austria the regulation applies only to the driver.

  1. The legal requirement is to 'not dazzle oncoming drivers and this could result in a fine. Headlight beam pattern. Without adjustment the dipped beam will dazzle oncoming drivers and this could result in a fine. Headlight beam converter kits are widely available but may not be suitable for all types of headlights. The AA shop sells beam converters suitable for all vehicles and individual fritting diagrams are included for the latest 'clear glass', 'projector and xenor' headlights inside the packaging. In some countries it is compulsory to use dipped headlights at all times when driving during the day. Note: this adjustment is not required for two-wheeled vehicles as the beam height. On some cars it is inadvisable or impossible for anyone other than a qualified technician to change a headlight bull but in the computation of the

- tips. 18. In order to use somemotorways in **Portugal**, a temporary electronic toll device (DEM) or the pre-payment of tollsis required.
- 19. Recommended for two-wheeled vehicles
- 20.In principle all drivers should possess a breathalyser, however, as of 25 January 2013 a driver can not be penalised for not carrying one the possibility of imposing a fine has been postponed indefinitely. The breathalyser has to be a certified by the French authorities, showing an 'NF' number. The official text states that one unused breathalyser should be produced. We recommend that two single-use breathalysers are carried, so if one is used or damaged you will still have a replacement to produce