

## Finance. Insurance. Fleet. Mobility.

### 'All-in' - Service & MOT Terms and Conditions

These terms and conditions form the terms and conditions that apply to the Service and MOT elements of your All-in plan and shall apply for the Contract Period.

**1. Definitions:** the key words 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 Roadside and Warranty.

**Confirmation of Cover:** means the document sent to you on activation of your All-in Plan with your confirmation email.

**Contract Period:** means the period starting and ending on the dates detailed in your Confirmation of Cover.

**Fair Wear and Tear:** means the wear pattern that we would normally associate with any, brake, suspension, clutch and tyre components as demonstrated for the majority of vehicles of a similar age and mileage within the Volkswagen Commercial Vehicles vehicle portfolio.

**MOT:** The MOT test (Ministry of Transport or simply MOT) is the annual test of vehicle safety, roadworthiness aspects and exhaust emissions required in the United Kingdom for most vehicles over three years old. In Northern Ireland the equivalent requirement applies after four years

**Payment:** means the fee, as detailed within this Agreement.

**Centre:** means a Centre in the United Kingdom (excluding Channel Islands and Isle of Man) authorised by Volkswagen Commercial Vehicles and named in the list of Centres provided on supply of the Vehicle to you, or in any subsequent list of issued by Volkswagen Commercial Vehicles. Volkswagen Commercial Vehicles may amend such list from time to time and the latest version of such list is available upon request from Volkswagen Commercial Vehicles Customer Care.

**Service:** means subject to the exclusions contained in clause 4, all the parts and labour charges needed to comply with the Service Schedules, including all engine oils.

**Service Schedule:** means the schedules relating to the servicing of the Vehicle contained in the All-in confirmation email supplied to You by Us.

**Vehicle:** means the Vehicle detailed on this Agreement. Which must be 3-6 years from the date of first registration, be a 2.0L engine or under and have travelled less than 100,000 miles at the time of activation.

**Volkswagen Commercial Vehicles:** means Volkswagen Group United Kingdom Limited of Yeomans Drive, Blakelands, Milton Keynes.

**We, Our, Us:** means Volkswagen Financial Services (UK) Limited, trading as Volkswagen Financial Services, of Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes.

### 2. Agreement

The provisions of this Agreement are valid for Vehicles operated and located in the UK only (excludes Channel Islands and Isle of Man).

### 3. Our obligations

(a) We will accept agreed costs associated with two Services for Your Vehicle, subject to the exclusions in clause 4, for the duration of the Contract Period.

(b) We will, acting as agents of you (i.e. the Customer), to cover the cost of MOT test fees as defined in the agreement that fall due during the Contract Period, subject to the exclusions in clause 4.

### 4. Exclusions

#### (a) General exclusions:

(i) The cost of any works that arise, directly or indirectly, as a result of accident or impact damage; misuse; vandalism or negligence by You or any third party (including any failure by You to have the Vehicle serviced in accordance with the Manufacturer's Service Schedule); failure by You to comply with Your obligations under this Agreement.

(ii) Any form of corrosion to the Vehicle, including but not limited to damage caused by: frost, water, chemical, salt, weather, food & drink, cigarette, oil, fuel or the Vehicle not being used for long periods.

(iii) Repair, replacement or alteration of: accessories, components or other parts which are non-factory or non-standard or were fitted to the Vehicle after manufacture; car telephones or any other form of in-car entertainment equipment; windscreen or other glass in or on the Vehicle; trim, seating, head linings, fascia and all other interior fittings; body repairs.

(iv) Fuel and any costs arising from using fuel of the incorrect specification for the Vehicle or contaminated fuel.

(v) Any costs arising from using oil of the incorrect specification for the Vehicle or contaminated oil.

(vi) Oil and fluid top-ups between the Services.

(vii) Any work that has not been carried out at an authorised Centre.

(viii) Any work requested outside of the Contract Period.

(ix) Any repairs or work that is not due to reasonable Fair Wear and Tear (as defined in clause 1).

(x) Safety inspections and other legally required inspections, with the exception of the Vehicle Health Check and cost of the MOT test fee as outlined in clause 3 but this shall not extend to the cost of any additional work identified as being needed to enable the vehicle to pass the MOT.

(xi) Any associated maintenance or repairs to the Diesel Particulate Filter or catalytic system reduction system such as Adblue.

(xii) All road wheels.

(xiii) Any work carried out outside of the United Kingdom Channel Isles and Isle of Man. (xiii) Vehicles which are not to the manufacturer's United Kingdom specification.

#### (b) Service Plan - Additional Exclusions:

(xiv) All non-standard service work.

(xv) Cambelt and drive belt.

(xvi) Air conditioning.

(xvii) Drive train gearbox/Transmission service.

(xviii) BEVs - Battery Electrical Vehicles

### 4. Disputes

(a) In the event of any dispute concerning work being undertaken on the Vehicle and/or Your failure to meet Your obligations under this Agreement, We will (where appropriate) arrange an independent inspection.

In the event that the independent inspection finds in Our favour You will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection.

### 5. Your obligations

You shall:

(a) Ensure that all Service work to be paid for by Us under the Agreement is carried out by Centres.

(b) Ensure that the Vehicle is serviced and maintained in accordance with the defined Service Schedule.

(c) Pay Us the payments shown in the Confirmation of Cover. If You do not we can terminate the Agreement as stated in clause 8.

### 6. Termination by You

(a) If We are in breach of Our obligations under the Agreement You shall be entitled to terminate the Agreement in writing to Us.

(b) If You terminate this Agreement, the amounts already paid by you are not refundable as these are reflective of our costs incurred in providing you with the Agreement and other costs associated with the administration and set up of the Agreement. For the avoidance of doubt if You terminate this Agreement all aspects of the All-in plan including the warranty and roadside assistance will also be terminated.

### 7. Termination by Us

We may terminate the Agreement on written notice to You or suspend performance by Us under the Agreement for so long as We shall see fit, and then

We may terminate the Agreement if:

(a) You default in the payment due under the Agreement. This will amount to Your repudiation of the Agreement (meaning that You no longer intend to be bound by it); or

(b) You fail to perform or observe any of the terms or conditions contained in the Agreement; or

(c) False information has been given by You in connection with the making of the Agreement which We have relied on.

(d) If We terminate this agreement or accept your repudiation You must pay Us all payments due and, as acceptance of Your repudiation or as a debt on Our termination You agree to pay Us all payments that have not fallen due up to the cost of any Services and MOT test fees that We have incurred and not paid for by You along with all Our expenses (including legal costs and any VAT applicable) in recovering these sums from You.

### 8. Our liability

(a) Our obligations pursuant to the Agreement shall constitute the full extent of Our liability and We shall not be responsible for any delay by a Centre in carrying out Service work or MOT; or for any loss, injury or damage, direct or consequential in respect of defective Service work performed by a Centre or in respect of defects in or failure of goods supplied by a Centre.

(b) We do not exclude liability for death or personal injury arising from Our own negligence or that of Our employees.

(c) Nothing contained in this clause 9 affects Your statutory rights as a consumer.

### 9. Transfer of ownership

(a) 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 this document before the Agreement is assigned. Once all payments have been received we will agree to the assigning of the Agreement providing that You advise Us in writing following the transfer of ownership and that the purchaser of the Vehicle agrees in writing to Us to be bound by the terms and conditions of this Agreement in every way.

(b) The Agreement is not transferable to another vehicle.

### 10. No waiver

Our failure at any time to enforce any provision of the Agreement shall in no way affect Our right to require complete performance by You after that nor shall the waiver of any breach of any provision be taken or held to be a waiver of the provision itself.

### 11. Matters beyond reasonable control

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside of reasonable control including an event of force majeure (without limitation) an Act of God, war, riot, terrorism, vandalism, civil commotion, strike, lockout, industrial dispute, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or any natural catastrophe or pandemic.

### 12. Variation

No modifications or variations to this Agreement such as addition or removal of levels of plan; mileage amendments; contract term extensions; cover for imported vehicles; product amendments is permissible without Our prior written approval.

### 13. Law

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

### 14. 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 Us of your decision to cancel this contract by clear statement (e.g. a letter sent by post or e-mail) or contact us on phone 0800 777 172.

(a) You can access a copy of the model Cancellation Form here, but it is not obligatory.

Alternatively, write to us by email [customerservices@vwfs.co.uk](mailto:customerservices@vwfs.co.uk) and include your full name, address and policy number. To meet 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 warranty and roadside assistance will also be cancelled and you will no longer benefit from any aspect of the Agreement.