# Roadside Assistance for Volkswagen ID. Family Terms and Conditions 

## Content

No matter when - and almost in all Europe. In case of a breakdown, accident, vandalism or (part-)theft the Mobility Guarantee of Volkswagen for the ID. Family will cover the organization and cost* for the listed services as long as the following conditions are met**.

## Services

- Help on Phone via our Call Center
- Repair on Spot
- Support for charging the high voltage battery and the 12 Volt battery
- Towing of the covered vehicle
- Recovery of the vehicle
- Transport costs
- Replacement mobility (e.g. taxi, car sharing, public transport, replacement or rental car) or home / onward travel costs, for example by train, flight or ferry
- Accommodation costs
- Storage fees in case of towing to a depot or an authorized service partner
- Assistance after vandalism, which makes it impossible or forbidden to continue the journey
- Assistance following the theft of parts of the vehicle or the entire vehicle, making it impossible or forbidden to continue the journey


## Terms and Conditions

## 1. Covered events

Guarantor of the mobility guarantee is the (insert name \& address of the importer).

The benefits are provided if the driver ( $\mathrm{m} / \mathrm{f} / \mathrm{d}$ )*** of the entitled car cannot or may not continue driving due to breakdown, accident, self-inflicted incident, (part)theft or vandalism.

All other events on top of technical breakdowns, such as self-inflicted breakdowns, accidents, (parts) theft or vandalism are eligible for all the Services described in these terms and conditions. For damages caused by the provision of Services, for which a claim can be made against the provider, please refer to ARC Europe claims management contacts.

ARC Europe provides all assistance services on behalf of Volkswagen AG.

The rights granted to the Beneficiary by the Mobility Guarantee apply in addition to the statutory warranty rights. The warranty does not restrict the statutory rights of the Beneficiary as buyer of the vehicle in the event of defects against the seller of the vehicle and possible claims under the Product Liability Act against the guarantor as manufacturer of the vehicle.

## 2. Covered persons

The Roadside Assistance services are provided for the driver and the other persons in the car during the breakdown or accident, max. for the number of seats entered on the registration certificate. Excluded are hitchhikers and paying passengers.

## 3. Covered vehicles

Roadside Assistance services are provided for vehicles of the Volkswagen ID. family that are used under a purchase, lease or long-term rental contract.

Vehicles belonging to the police, fire brigade, ambulance and rescue and for the commercial transport of persons are not covered. Taxis, rental and driving school cars as well as vehicles belonging to postal service are eligible for Help on Phone, Repair on Spot and towing only. Taxis and driving school cars in private use, however, are covered completely.

Fleet cars are in principle fully covered in accordance with these terms and conditions. But if fleet vehicles are used as rental cars, the restrictions for rental cars apply.

The entitlement applies exclusively to vehicles registered in the area of application (in the following point 4).

## 4. Area of application

The Roadside Assistance services are provided in the following countries: Andorra (AND), Belarus (BLR), Belgium (BEL), Bosnia-Herzegovina (BIH), Bulgaria (BGR), Denmark (DNK), Germany (DEU), Estonia (EST), Finland (FIN), France (FXX), Gibraltar (GIB), Greece (GRC), Ireland (IRL), Iceland (ISL), Italy (ITA), the Canary Islands (IC), Croatia (HRV), Latvia (LVA), Liechtenstein (LIE), Lithuania (LTU), Luxembourg (LUX), Monaco (MCO), Montenegro (MNE), Netherlands (NLD), Northern Macedonia (MKD), Norway (NOR), Austria
(AUT), Poland (POL), Portugal (PRT), Romania (ROU), the Republic of San Marino (SMR), Sweden (SWE), Switzerland (CHE), Serbia (SRB), Slovakia (SVK), Slovenia (SVN), Spain (ESP), the Czech Republic (CZE), Hungary (HUN), the United Kingdom (UK), Guernsey (GGY), Jersey (JEY), the Isle of Man (IMN), and the Vatican City State (VAT).

## 5. Duration of Roadside Assistance

The term of the guarantee begins from the time the vehicle is handed over by the guarantor or an authorized Volkswagen partner to the original purchaser or from the date of first registration, whichever occurs first, and is valid for three years. Irrespective of this, the term of the warranty begins when the vehicle is delivered, registered or used by an authorized Volkswagen partner in the area of application as defined in point 4.

The mobility guarantee is linked to the vehicle. In the event of the vehicle being sold, the guarantor agrees to the new purchaser taking over the mobility guarantee.

## 6. Roadside Assistance services

### 6.1. Help on Phone through our Call Center

First step towards Roadside Assistance for a Volkswagen ID. Family vehicle is always contacting our Call Center. On the basis of the information available there, the Call Center decides whether the problem can be solved by Help on Phone or whether other measures should be taken.

### 6.2. Roadside Assistance, Towing and Recovery

Roadside Assistance is provided by the Call Center and, if necessary, on site. If the vehicle cannot be restored at the place of damage, towing to the nearest authorized service partner will be organized and paid for. Help is also available in the event of difficulties with charging the drive battery, e.g. with the plug, charging socket, charging flap, cable or peripheral problems.

When the drive battery is empty, Roadside Assistance takes care to reach the nearest usable charging station or a charging station at the authorized driver's workplace or at his home within a limit of up to 50 km .

After estimating the expected repair time, the call center must decide, taking into account the customer's interest, whether to wait that long (repair while you wait) or to organize an alternative form of mobility and/or accommodation.

If recovery of the vehicle is necessary in advance, this will be organized, carried out and paid for.

### 6.3. Storage fees

Storage fees (parking costs) of the vehicle at an authorized service partner or depot are included.

### 6.4. Alternative mobility

In all covered events in which the driver cannot be guaranteed to continue driving his vehicle requiring breakdown assistance, the following services will be organized and paid for, taking into account the individual situation of the customer:

- the cost of replacement mobility by taxi, passenger transport service, public transport, car sharing, ride sharing,
rental bike, etc. up to a maximum of $€ 150$ per case (driver and all passengers) excluding VAT.
- a replacement vehicle will be provided for the duration of the necessary repairs or a maximum of three working days plus weekends and public holidays.
- the cost of a 2nd class train ticket or an economy class flight ticket if the train journey should take longer than six hours, including reasonable combinations of these for the return journey to the permanent home address or for the continuation of the journey to the original destination up to a maximum of $€ 500$ excl. VAT per case (driver and all passengers). Any costs exceeding this amount must be approved by our Call Centre before the services are used.

The replacement vehicle will correspond at most to the class of the vehicle concerned and must be obtained either from the authorized service partner where the repair of this vehicle is carried out or indirectly from the call center. There is no entitlement to an e-vehicle. Any additional costs incurred for the replacement vehicle, such as fuel, electricity, road tolls, etc., shall be borne by the driver.

The driver must meet the requirements of the vehicle rental company with regard to age, valid driving license, fuel deposit and credit card.

The driver concludes the rental agreement in his own name and on his own account for any services that are not included. Included services are the daily rental fee including Collison Damage Waiver, Theft Protection and Third-Party Liability coverage, unlimited free kilometers, charges at railway stations, airports and outside opening hours at night or at weekends as well as winter tires, if required by law.

International one-way rentals (drop-off) of the rental car are limited to a maximum of $€ 1,250$ excl. VAT.

Neither the payment of Super Collision Damage Waiver (SCDW) nor costs for accessories such as navigation, child seats, snow chains etc. are included.

### 6.5. Accommodation costs

Accommodation costs including breakfast are paid up to a maximum of $€ 150$ excl. VAT per person per night for a maximum of three nights if the covered person is more than 100 km away from his permanent place of residence.

## 7. Additional service abroad: vehicle return max. to time value

Return of the unrepaired vehicle from the place of damage to the authorized service partner at the driver's place of residence or to the authorized service partner chosen by the driver, if the eligible vehicle is unlikely to be repaired within three working days. This decision in the sense of a repatriation of the vehicle as well as the assumption of costs for this must be approved in advance by the Call Center.

## 8. Uncovered events

a) Events that can be traced back to maintenance work and/or repairs that were not carried out following the manufacturer specifications as well as to spare parts or accessories not approved by Volkswagen AG
b) Events in connection with the fact that the buyer has not followed the regulations concerning the handling of the
object of purchase (operating instructions, service), including the failure to perform the required maintenance
c) Events in connection with participation in races, rallies and similar competitions or training drives with the covered vehicle, such as sports driver courses, drift courses or driver safety training
d) Events in connection with war (risks), revolution, rebellion, strike, seizure, piracy, acts of God, acts of terrorism, civil unrest insurrection, constraint by government authorities or official interdiction
e) Events relating to the intentional commission or attempted commission of crimes or offences
f) Events relating to drunkenness, drug or medicine abuse
g) Events relating to the damage or destruction of objects carried in the authorized vehicle or carried by the covered person
h) Costs for deployment, cleaning and clearing up at the scene of the accident or breakdown
i) Events such as the theft or loss of items carried in or on the vehicle in the event of breakdown, accident or during transport
j) Direct, indirect or consequential damages, namely loss of profit or loss of earnings, missed train or flight or ferry or missed concert etc.

## k) Voluntary payments (e.g. tips)

I) Replacement of articles locked or left behind in the vehicle
m) Breakdowns caused by a defect in a trailer towed by the authorized vehicle or by a vehicle not authorized to tow
n) Events caused by gross negligence, premeditation, fraud or willful misconduct of the beneficiary
o) Fire acting on the vehicle from outside
p) Nuclear reaction, radiation or radioactive contamination, bacteriological and chemical contamination
q) Incidents arising while operated by unauthorized driver or a driver without a valid driving license
r) Incidents arising by hit-and-run driving (driver escape)
s) Incidents arising while the driver of the eligible vehicle has violated a red light
t) Events while the covered vehicle has a license plate for export, transit, test or a dealer plate
u) Events occurring on non-public roads such as beach, forest trail, mountain (roads) and stream
9. Commitments in case of an event such as breakdown,
accident, damage, theft etc.

The Call Center must be informed immediately in any case. If the Call Center is not contacted directly, the obligation to perform is not applicable. The Call Center will organize or order the necessary measures and the resulting costs will be paid within the limits.

If the eligible person is nevertheless forced to take measures himself due to the circumstances, he can submit the original receipts for the benefits claimed for verification after approval in advance by the Call Center only.

Please send all documentation electronically to
claims.management@arceurope.com
If necessary, a public authority's report can be requested.

## 10. Breach of duty

If the required obligations of reporting, information or conduct are culpably breached, the benefits may be reduced accordingly, unless the covered person proves that the breach of contract did not influence the occurrence, extent or determination of the loss.

## 11. Additional rights

This mobility guarantee does not grant any claims over and above the benefits listed here. Claims based on intentional or grossly negligent conduct of the Guarantor and its vicarious agents and legal representatives and claims based on injury to body, life or health remain unaffected.

## 12. Right of subrogation

In the event of an accident, no benefits shall be provided under this contract if and insofar as a third party (third party liability, voluntary or compulsory insurance) is in principle liable to pay benefits for the same damage. If, despite the aforementioned provision, benefits have been provided for the same loss, these shall be deemed to be an advance payment, and the covered person shall assign his claims against the third party to the service provider to this extent and shall also authorize the service provider to assert these claims against the third party by means of a collection authority and to accept them by offsetting them against the benefits.

## 13. Definitions

## Beneficiary

Any individual who is entitled to receive assistance services as further defined in these Terms and Conditions.

## Breakdown

A breakdown is any malfunction of the eligible vehicle, which makes it impossible to continue the journey from the customer's perspective. This includes self-inflicted conditions of the vehicle i.e. empty or near empty drive battery.

## Accident

An accident is deemed to be damage to the eligible vehicle caused by a suddenly occurring event or by an external violent event which makes it impossible to continue the journey or no longer permits it by law. It includes marten damage.

## Theft

The theft of parts or the whole vehicle, which makes it impossible or forbidden to continue the journey, is damage caused by attempted or completed theft, theft for use or robbery, but not misappropriation.

## Vandalism

Roadside Assistance is also provided if the eligible vehicle has been deliberately damaged or destroyed out of irrational and futile destructiveness, so that further travel is no longer possible or prohibited.

## Authorized service partner

Authorized service partners are those service companies that are appointed as such by the official importer to carry out service and maintenance work and repairs on Volkswagen ID. Family vehicles.

## 14. Service provider

Members and contractual partners of ARC Europe provide the services of this contract.

