



VW Service Plans Terms & Conditions

1. Obligations of the Customer

1.1 The Customer hereby agrees that it will:

- (a) pay the Company the Plan Funding Cost upon execution of this Agreement or will, as applicable, discharge all amounts payable under the Finance Agreement to the Bank;
- (b) ensure that a Service is carried out by an Authorised Participant only;
- (c) ensure that the Vehicle is serviced and maintained in accordance with the Manufacturer's Service Schedule;
- (d) ensure that all possible claims under the Manufacturer's Warranty are made at the appropriate time and that any appropriate recall instructions are complied with;
- (e) inform the Company of any fault or breakdown of the odometer in the Vehicle and ensure that the odometer is repaired as soon as practical;
- (f) keep a detailed log of the mileage recorded by the Vehicle at any time where the odometer does not function correctly. If, in the reasonable opinion of the Company, the Customer has failed to provide an accurate mileage figure, the Company will estimate the mileage travelled by the Vehicle. Such estimated mileage will form part of the mileage for the Contract Period;
- (g) ensure that the Authorised Participant has full access to the Vehicle for the purposes of carrying out repairs and performance of its duties and functions as provided in this Agreement; and
- (h) not permit any party other than the registered owner of the Vehicle or a party covered by a valid insurance policy to drive the Vehicle.



2. Exclusions

2.1 The Customer acknowledges and agrees that:

- (a) the Service provided pursuant to this Agreement is limited in its scope and will not extend to any of the following items or their associated costs:
 - (i) the cost of any works that arise, directly or indirectly, as a result of accident or impact damage;
 - (ii) misuse, vandalism (including where arising as a result of theft) or negligence by the Customer or any third party including any failure by the Customer to have the Vehicle serviced in accordance with the Manufacturer's Service Schedule;
 - (iii) the failure by the Customer to comply with the Customer's obligations under this Agreement as set out at clause 1.1 above;
 - (iv) any form of corrosion to the Vehicle, including but not limited to damage caused by frost, water, chemical, salt, sand, weather, food and drink, cigarettes, oil or fuel or any other noxious or deleterious material;
 - (v) the repair, replacement, installation or alteration of:
 - (A) accessories, components or other parts fitted to the Vehicle after manufacture;
 - (B) car telephones or any form of in-car entertainment;
 - (C) windscreen or other glass in or on the Vehicle;
 - (D) trim, seating, head linings, fascia and all other interior fittings;
 - (E) body parts;
 - (vi) fuel and any costs arising from the use of fuel of the incorrect specification for the Vehicle or contaminated fuel;
 - (vii) any costs arising from using oil of the incorrect specification for the Vehicle or contaminated oil;
 - (viii) oil and fluid top-ups between each Relevant Service;
 - (ix) any repairs that have not been carried out at an Authorised Participant;
 - (x) any work requested outside the Contract Period;
 - (xi) any work carried out under the Manufacturer's Warranty;
 - (xii) any Vehicle which is or has been used for racing, trials or rallying, carrying of goods or passengers for hire or reward including buses or taxis or driving to school purposes or to any subsequent repairs or work arising from such use;



- (xiii) ensuring compliance with safety inspections and other legally required inspections such as the National Car Test;
 - (xiv) cam belt and drive belt replacement;
 - (xv) any associated maintenance or repairs to the diesel particulate filter;
 - (xvi) road side assistance;
 - (xvii) any service or maintenance carried out outside of Ireland;
 - (xviii) any wear and tear other than as defined above as Fair Wear and Tear or repairs not deemed to be required as a result of Fair Wear and Tear;
 - (xix) tyres and any associated maintenance and repairs including but not limited to tracking and wheel alignment; and
 - (xx) the service, maintenance, repair, replacement, or alteration of accessories, components or other parts fitted to the Vehicle subsequent to an accident where such accessories, components or other parts were installed, replaced or fitted by an entity unaffiliated to the Company;
 - (xxi) the service, maintenance, repair, replacement, or alteration of accessories, components or other parts fitted to the Vehicle subsequent to an accident where the cost of such service, maintenance, repair, replacement, or alteration is or would be covered by a policy of insurance or otherwise under the terms of a relevant warranty;
- (b) any parts or replacement components supplied by the Company as part of a Service during the Contract Period shall be deemed to have been supplied at the commencement of the Contract Period and the Customer acknowledges that any servicing provided in respect of such parts and components following the expiry of the Contract Period shall be discharged by the Customer;
- (c) the Company shall provide each Relevant Service in accordance with the terms of the Manufacturer's Service Schedule in place at the time of registration of the Vehicle.