



General Terms for the Tyre Warranty

I. What is covered in my Tyre Warranty?

Covered is your new motor vehicle tyre (loose tyre/tyre mounted on rim) for cars (admissible total weight up to 5.9 t) bought by an authorized dealer approved by the manufacturer which is marked as a covered tyre (usually in the invoice). The newly bought tyre is therefore automatically equipped with the tyre warranty. Warranty cover exists insofar as you use the vehicle privately or commercially as intended by the manufacturer.

The coverage is not valid for tyres which are:

1. used by taxi-cab companies;
2. used on pure construction vehicles or rent a car- vehicles
3. used by trade customers.

II. When does my tyre warranty provide warranty cover?

In case of a flat tyre which has occurred by driving on sharp objects or by an impact on a kerb stone edge and in case of vandalism. We will provide Warranty cover in the cases described above insofar as the continuation of the journey is no longer permitted by law.

III. Which scope does my warranty have (warranty benefit)?

You will receive a credit on the invoice amount from us for the purchase of a new tyre (replacement tyre) according to the following table, which is generally based on the gross wholesale price of the replacement tyre. The warranty also covers the fitting costs (including tyre mounting, rubber valve, weights, balancing, changing of the wheel and disposal of the damaged tyre) incurring necessarily while changing the tyre. The fitting costs will always be reimbursed completely in accordance with costs for fitting usual in trade. Our credit will always only apply in connection with the purchase of a new tyre. A cash payment and the take-over of further incurred costs, besides fitting costs, are not possible. The replacement tyre has to have the same quality and quantity as the damaged tyre. If the gross wholesale price of the replacement tyre exceeds the gross wholesale price of the old tyre by more than 10 %, the basis for claims payments shall be limited to the former gross wholesale price of the old tyre plus 10%. The following summarises the procedure for calculating the percentage of reimbursement you will receive:

Number of expired months from purchase of the damaged tyre	12 months	12 – 24 months	Less than 3mm thread depth
Credit Amount (depending generally on the gross wholesale replacement tyre, see above)	100 %	75%	0%

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IV. What is not covered or not covered in full?

No warranty cover exists for:

1. Rims;
2. Labour costs, besides fitting costs as mentioned under Section 3
3. Losses, featured in your tyre as a result of normal wear and tear or accidents or by excessive wear and tear (e.g. burn-out);
4. Losses which were caused intentionally or due to gross negligence or if an attempt was made, in bad faith, to be deceptive about the facts which are in a causal relationship to the occurrence of the fault or the amount of the repair costs;
5. Losses, for which a third party is liable to assume responsibility for payment or which are (have been) remedied within the framework of a granted guarantee or goodwill; this does not refer to damages caused by vandalism.
6. Losses, which you cause by driving on non-public or non-official roads, e.g. in case of off-road journeys;
7. Losses with a causal connection to the fact that
 - a. there were false chassis settings(e.g. poor suspension alignment) ;
 - b. the tyre was not used with the air pressure stipulated in the operating instructions of the motor vehicle and/or that stipulated by the tyre manufacturer;
 - c. the driver of the motor vehicle consumed alcohol, drugs or medication;
8. Losses by misuses of the vehicle, negligent action (e.g. automotive/motorsport contests);
9. Losses by fire, explosions or natural disasters;
10. Losses caused by proven "extreme" conditions;
11. Crashed vehicles with tyre damages;
12. Saw tooth formation, flat spots caused by braking, wash-outs caused by defective shock absorbers, for example.

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V. Where does my warranty cover exist?

You have warranty cover in Ireland as well as with a temporary use of the tyre in the foreign European countries. A temporary use means that the vehicle with the insured tyres is mainly used in other European countries for a period not exceeding six (6) weeks.

Europe means the following countries: Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (without overseas territories), Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan (the European part up to Urals), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands (without Overseas Territories), Norway, Poland, Portugal, Romania, Russia (the European part up to Urals), San Marino, Serbia, Slovakia Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (the European part), United Kingdom (incl. Gibraltar, without overseas territories), Ukraine, Vatican City.

VI. Who is the beneficiary?

Entitled to claim is always the person who is in the possession of the invoice on which the tyre is marked as covered by warranty.

VII. Which responsibilities do I have after occurrence of a damaging event?

1. After the occurrence of the covered event in Ireland you are obliged:
 - a. to report the event immediately to an authorized workshop approved by the manufacturer ;
 - b. in the event of vandalism to hand over a copy of the police report to your group dealer;
 - c. in the case of a flat tyre to hand over the damaged tyre to your participating group dealer;
 - d. to minimise the damages as far as possible and to follow our instructions.

2. If the covered event occurs in other European countries, you are obliged:
 - a. to buy a replacement tyre at an authorized workshop approved by the manufacturer within the respective country,
 - b. to hand over the invoice for the replacement tyre together with a police report (in the event of vandalism) or the confirmation of the dealership together with the damaged tyre or a picture of the damaged tyre (in the event of a flat tyre) to a participating group dealer in Ireland,
 - c. to minimise the damages as far as possible and to follow our instructions.

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VIII. Which consequences does the breach of responsibilities have?

1. You will lose your warranty cover if you wilfully breach the stated responsibilities.
2. In case of gross negligence we can reduce the payment in line with the severity of your fault. This will not apply if you prove that you did not breach the responsibility by gross negligence.
3. Your Warranty cover will continue to exist if you prove that the breach of responsibility was neither the cause for the occurrence or the determination of the insured event, nor for the determination or the scope of our payment. This will not apply with fraudulent intent.

IX. When will my contract and the warranty cover begin and end?

Your contractual term and the warranty cover will begin on the purchase date stated on the invoice concerning the tyre purchase and end after the expiry of 24 months after this date or with the occurrence of the damaging event.

X. Law which is to be applied and court of jurisdiction

Irish law applies to the contract. If you would like to clarify something with us in court you can direct your action at the following courts of jurisdiction: our registered seat or the court of your place of residence at the time when the action is filed or your customary place of abode. If we have something to clarify with you in court the court at your place of residence or your customary place of abode will have jurisdiction.



XI. Which final provisions are there? What can I do in case of a complaint?

- 1.** Insofar as according to the statutory regulations the knowledge or the conduct of the Policy Holder are of legal significance, your knowledge or your conduct are also to be taken into consideration with this Warranty.
 - 2.** Bearer of the insured risk (insurer) is Volkswagen Versicherung AG, Gifhorner Straße 57, 38112 Braunschweig, Germany; County Court Braunschweig, HRB 200232.
 - 3.** In case of a complaint against us, you can send your complaint directly to our Volkswagen Versicherung AG address giving us a period of six weeks' time (plus postal delivery time) for our decision on your complaint. In case you are a consumer, if you are not satisfied with our answer or if the six weeks period has elapsed, you can address yourself directly to the competent dispute scheme in Germany "Versicherungsombudsmann" (www.versicherungsombudsmann.de), member of FIN-NET. Details are governed by the document "Verfahrensordnung des Versicherungsombudsmanns (VomVO)", which is made available in German language at www.versicherungsombudsmann.de. The complaint is possible in writing (e.g. by letter, fax or e-mail.) to the Warranty Ombudsman e.V., Postfach 080 632, DE-10006 Berlin, Germany, Fax: +49 30 206058 98, email: beschwerde@versicherungsombudsmann.de.
 - 4.** In case of a complaint against us you can also contact the Financial Services and Pensions Ombudsman's Bureau of Ireland, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
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