

VOLKSWAGEN CARE PROGRAM TERMS AND CONDITIONS

Coverage

The Volkswagen Care program consists of a number of different pre-paid scheduled maintenance plans. The details are provided below. The plan(s) that apply to YOUR vehicle are specified on your Volkswagen Care Scheduled Maintenance Plan Contract ("Maintenance Contract") with asterisk(*) next to the applicable plan(s).

What is not covered?

Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc., ("VWoA") will not pay for parts or services that are not listed in the USA Warranty & Maintenance booklet provided with your Volkswagen vehicle. Examples of those items not covered include, but are not limited to: mechanical breakdown repairs, hoses, brake pads and linings, and wheel alignment and balancing. In addition, VWoA will not pay for maintenance services that are performed by any party other than a participating authorized Volkswagen Dealership, or for loss of time, inconvenience or other incidental or consequential losses.

Volkswagen Care

Purchase

Volkswagen Care is available for purchase only at participating authorized Volkswagen Dealerships in the U.S. Volkswagen Care may be purchased for all 2014 model year and newer Volkswagen new vehicles (except for Routans), and all 2014 model year and newer Certified Pre-Owned and used Volkswagen vehicles (except for Routans).

- A plan may be purchased at a participating authorized Volkswagen Dealership either at the time of the retail sale or lease of the vehicle or at
 a later time. Regardless of when a plan is purchased, the plan must be purchased at full price. The price for each plan is specified on your
 Scheduled Maintenance Contract.
- When a plan is purchased at the time of the retail sale or lease of a Volkswagen vehicle through an authorized Volkswagen Dealer, it may be possible to finance the cost of the plan as part of your vehicle loan or lease. Please consult with your dealership or financing source for details.
- When a plan is purchased at a later date, you will not be able to include the cost of the plan into your monthly payment for your vehicle loan or lease. It is therefore highly recommended that you purchase a plan at the time you purchase or lease your vehicle, or before the first Scheduled Maintenance Interval (as defined below) of the plan.
- Dealer sets final customer price for the plan. Tax on the sale of the plan or parts supplied under the plan may be due at the time of sale or at the time of each scheduled maintenance service as required by state and/or local law where the work is performed.

Scheduled Maintenance Intervals

Each of the scheduled maintenance plans cover the cost of the factory recommended scheduled maintenance services as specified in the USA Warranty & Maintenance booklet at the defined Scheduled Maintenance Intervals, as follows:

Volkswagen Care Basic scheduled maintenance plan covers model year 2017 through 2019 vehicles at the following Scheduled Maintenance Intervals:

Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*
10,000-mile service	10,000 or 12 months; whichever occurs first	16,000 or 18 months; whichever occurs first
20,000-mile service	20,000 or 24 months; whichever occurs first	26,000 or 30 months; whichever occurs first

Volkswagen Care Extra 30 scheduled maintenance plan covers model year 2014 and newer vehicles at the following Scheduled Maintenance

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	Maintenance Interval	aintenance Interval Service Due - Mileage or Months from original Contract Expiration - Mile vehicle in-service date* original vehicle in					
	30,000-mile service	30,000 or 36 months; whichever occurs first	36,000 or 42 months; whichever occurs first				
Volkswagen Care 40 scheduled maintenance plan covers model year 2014 and newer vehicles at the following Scheduled Maintenance Intervol							
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*				
	40,000-mile service	40,000 or 48 months; whichever occurs first	46,000 or 54 months; whichever occurs first				
Volksw	Volkswagen Care 50 scheduled maintenance plan covers model year 2014 and newer vehicles at the following Scheduled Maintenance Interval						
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*				
İ	50,000-mile service	50,000 or 60 months; whichever occurs first	56,000 or 66 months; whichever occurs first				
Volksw	Volkswagen Care 60 scheduled maintenance plan covers model year 2014 and newer vehicles at the following Scheduled Maintenance Interval						
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*				
	60,000-mile service	60,000 or 72 months; whichever occurs first	66,000 or 78 months; whichever occurs first				



Volksw	vagen Care 70 scheduled i	maintenance plan covers model year 2014 and newer	vehicles at the following Scheduled Maintenance Interva		
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*		
	70,000-mile service	70,000 or 84 months; whichever occurs first	76,000 or 90 months; whichever occurs first		
Volkswagen Care 80 scheduled maintenance plan covers model year 2014 and newer vehicles at the following Scheduled Maintenance Interval					
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*		
	80,000-mile service	80,000 or 96 months; whichever occurs first	86,000 or 102 months; whichever occurs first		
/olksw	vagen Care 90 scheduled i	maintenance plan covers model year 2014 and newer	vehicles at the following Scheduled Maintenance Intervo		
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*		
	90,000-mile service	90,000 or 108 months; whichever occurs first	96,000 or 114 months; whichever occurs first		
olksw	vagen Care 100 scheduled	maintenance plan covers model year 2014 and newe	er vehicles at the following Scheduled Maintenance Inten		
	Maintenance Interval	Service Due - Mileage or Months from original vehicle in-service date*	Contract Expiration - Mileage or Months from original vehicle in-service date*		
	100,000-mile service	100,000 or 120 months; whichever occurs first	106,000 or 126 months; whichever occurs first		
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^{*}The in-service date is the date that your vehicle is delivered to either the original purchaser or the original lessee, or if the vehicle is first placed in service as a "demonstrator" or "company car", then the date such vehicle is first placed in service. An authorized Volkswagen Dealership will be able to provide you with the in-service date of your vehicle.

Note: VWoA **highly recommends** that the scheduled maintenance be performed within 1,000 miles of the Scheduled Maintenance Interval or one year from the date that the scheduled maintenance was last performed on the vehicle, whichever occurs first. For complete details regarding scheduled maintenance, please consult your vehicle's USA Warranty & Maintenance booklet or contact your Volkswagen dealer or Volkswagen Service Facility for more information, including information about any changes to the service intervals for your Volkswagen vehicle. Services performed outside the maintenance parameters listed above may be excluded from reimbursement. **All Scheduled Maintenance Intervals must be completed by bringing**

your vehicle to a participating authorized Volkswagen Dealership. Scheduled maintenance performed by a non-participating Volkswagen Dealership will not be covered by your Volkswagen Care plan. You are responsible for confirming that the Volkswagen Dealership at which you intend to obtain scheduled maintenance is a participating authorized Volkswagen Dealership before obtaining scheduled maintenance at that dealership. Except for at a few select participating dealers, at-home service will not be provided, and you will be responsible for transporting your vehicle to a participating authorized Volkswagen Dealership.

Contract Expiration

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Your Maintenance Contract will expire once the last Scheduled Maintenance Interval covered under such contract has been exceeded by six months or 6,000 miles, whichever occurs first. WWOA will not pay for any scheduled maintenance completed after the expiration of the Maintenance Contract.

General Terms

Volkswagen Care plans are only valid in the country in which they are purchased. This Scheduled Maintenance Plan Contract is effective on the date that you electronically sign the contract ("Effective Date") and expires when all covered Scheduled Maintenance Intervals have been performed or you have failed to obtain maintenance on your vehicle before the expiration of the Scheduled Maintenance Plan Contract, as set forth above in the scheduled maintenance interval section. All Scheduled Maintenance Intervals must be completed by a participating authorized Volkswagen Dealer in order to qualify under this program.

Volkswagen Care plans cannot be canceled and are non-refundable, except as provided below. No refund will be given if the lease on the vehicle is terminated early or if the lease term expires before the end of the Scheduled Maintenance Intervals or before you obtain maintenance in connection with a Scheduled Maintenance Interval.

Cancellation by WWoA woA may cancel this Maintenance Contract for any reason within the first sixty (60) days of the Effective Date; anytime thereafter, WWoA may only cancel this Maintenance Contract for material misrepresentation, fraud, or non-payment of the Maintenance Contract price, which includes instances in which the covered vehicle is repossessed for non-payment of the finance agreement including this Volkswagen Care plan. If VWoA cancels this Maintenance Contract within the first sixty days (60) for any reason, a notice of cancellation will be mailed to you stating the specific grounds for cancellation prior to the sixty-first (61st) day from the Effective Date. If no claim has been paid, you will receive a full refund. If a claim has been paid during this time period you will receive a pro rata refund of the Maintenance Contract as set forth in the chart below within 30 days of the date of cancellation. If this Maintenance Contact is cancelled by VWoA due to material misrepresentation, fraud, or non-payment of the Maintenance Contract price, a notice of cancellation will be mailed to you stating the nature of the misrepresentation or the specific grounds for cancellation and you will receive a pro-rata refund of the Maintenance Contract price as set forth in the chart below within 30 days of the date of cancellation. If VWoA cancels, it will not impose a cancellation fee and the Maintenance Contract ceases to be valid five days after the postmark date of the notice of cancellations, exclusions, and limitations in this Maintenance Contract. You are deemed to have reported a claim if you have completed the first step required under the Maintenance Contract for reporting a claim.



Cancellation by the Contract Holder

You may cancel this Maintenance Contract at any time by sending a written cancellation request to VWoA. If the Maintenance Contract is cancelled by You within sixty (60) days from the Effective Date and no claims have been filed, you will receive a full refund. If VWoA receives Your request after sixty (60) days past the Effective Date, or after a claim has been filed, then you will receive a pro rata refund less cancellation fee as set forth in the chart below.

The amount of any refund will be based on whether you have obtained scheduled maintenance under a Scheduled Maintenance Interval or whether the Scheduled Maintenance Interval has expired, as set forth in the chart below. For purposes of any refund, a Scheduled Maintenance Interval will be considered to have "expired" if, at the time of cancellation, the vehicle's odometer reading is above the Scheduled Maintenance Interval expiration mileage.

The chart below shows the refund amount available on vehicles eligible for refund, based on the Scheduled Maintenance Intervals that have been either performed or that have expired. If the purchase of the Maintenance Contract was financed, VWoA may make the refund payable to the purchaser, the assignee, or lender of record, or both. **No state or local taxes are included in any plan refund.**

Refund Table for Eligible Vehicles								
Contract Types	Maintenance Interval Used or Expired	Cancellation Fee if Cancelled by You		D (1A .*				
		Within 60 days	After 60 days	Refund Amount*				
All Contracts	No Services Used	No fee	Lesser of \$25 or 10% of purchase price	100%				
VW Care Basic	10,000-mile Interval	No fee	Lesser of \$25 or 10% of purchase price	40%				
	20,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care Extra	30,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 40	40,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 50	50,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 60	60,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 70	70,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 80	80,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 90	90,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						
VW Care 100	100,000-mile Interval	Volkswagen Care contract fully earned, may not cancel						

^{*}shown as a percentage of Customer Price Paid

To request a refund, you must submit your request, including a copy of your Maintenance Contract, proof of totaled vehicle or repossession that includes the vehicle's VIN and Customer Name (as applicable), and the current odometer reading on the covered vehicle as of the postmarked date of your request, in writing to the following address: Volkswagen, Volkswagen Care Refunds, 3800 W. Hamlin Road, Auburn Hills, MI 48326, or contact the Volkswagen Customer Care team 1-800-822-8987.

Note:

Volkswagen Care coverage remains with the vehicle for which it was originally purchased, as set forth in the Maintenance Contract, and can be used by subsequent owners of that vehicle, unless otherwise specified in the terms set forth above. Volkswagen Care plans are non-transferable to subsequent vehicles purchased by the same owner.

Binding Non-Class Action Arbitration

YOU AND VW₀A ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY CLAIM.

Customer and VWoA agree that any dispute or controversy, whether between customer and VWoA or customer and any authorized Volkswagen dealership, that arises from or relates in any way to your purchase of Volkswagen Care, including but in no way limited to any claims related to any advertising of Volkswagen Care by VWoA or an authorized Volkswagen dealership, shall be resolved exclusively and finally by binding arbitration. Any arbitration arising under the Scheduled Maintenance Contract will be decided by a single arbitrator, who shall have exclusive authority to resolve any dispute relating to arbitrability, enforceability of this arbitration provision, including any assertion that this arbitration provision is unconscionable or is otherwise void, voidable or invalid. The arbitration shall be administered by the American Arbitration Association (the "AAA") using the procedures in effect for consumer disputes on the day an arbitration demand is made under this provision. The location of any arbitration hearing will be in the city and state in which you purchased Volkswagen Care or any other city and state to which the parties mutually agree.



The parties agree that the Federal Arbitration Act, 9 U.S.C. 1 et seq. ("FAA") governs the Contract. Except for issues related to arbitrability, which are governed by the FAA, the substantive laws of the Commonwealth of Virginia, without regard to conflicts of laws principles that would require application of any other law, shall govern all matters arising out of, or relating to, your purchase of Volkswagen Care.

YOU AGREE TO ARBITRATE ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, NEITHER CUSTOMER NOR VWoA SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

VWoA will be responsible for paying all fees to the arbitrator incurred in the arbitration. VWoA will not be responsible for your attorneys' fees or any other fees. Information on AAA and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org.

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