

General Terms and Conditions for Tyre Insurance for New Cars

I. What is insured in my tyre insurance?

- 1) The four tyres mounted on your new manufactured vehicle of the following VW group brands:
- SEAT

Which is distributed by an authorised dealership approved by the vehicle manufacturer and which is indicated on your Tyre Certificate.

- 2) The coverage is not valid for tyres which are
- a) Mounted on vehicles with a total weight more than 5.9 t,
 - b) Used on police, military, emergency (e.g. ambulance, rescue, fire service) or pure construction vehicles,
 - c) Used on driver training cars, courier, express and parcel services, taxis, other paid passenger transport or rental cars.

II. In which case does my tyre insurance provide insurance cover?

We provide insurance cover in case of a flat tyre, which has occurred due to one of the following types of damages (an “**Insured Event**”):

1. Driving on sharp objects,
2. Impact on a kerb stone edge,
3. Vandalism.

III. What is my insurance benefit?

1. You will receive a credit on the invoice amount from us for the purchase of a new tyre according to the Reimbursement Grid. The credit amount is generally based on the gross wholesale price of a new tyre with comparable tyre dimension (size, width, quality, driving characteristics) in respect of the tyre of your vehicle.
2. The insurance 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 the standard market costs for fitting. The replacement tyre has to have the same quality and quantity as the damaged tyre.
3. The insurance benefit (credit amount and fitting costs) will only apply in connection with the purchase of a new tyre, for the replacement of your damaged tyre. A cash payment and the take-over of further incurred costs, besides fitting costs, are not possible.

Reimbursement Grid:

Number of expired months from delivery date	0 – 12	>12 - 24	>24 - 36
1.) Credit amount	100%	75%	50%
2.) Fitting costs	100%	100%	100%

IV. What is not insured?

No insurance cover exists for:

1. Rims;
2. Non-damaged tyres (e.g. replacement due to axial change);

3. Labour costs, besides fitting costs as mentioned under Section III.;
4. Losses, as a result of wear and tear [incl. e.g. saw tooth formation, flat spots caused by braking] or accidents;
5. Losses which are caused intentionally or due to gross negligence;
6. Losses, for which a third party is liable to assume responsibility for payment or which are remedied within the framework of a granted guarantee or goodwill; this does not refer to damages caused by vandalism.
7. Losses, which are caused by driving on non-public or non-official roads;
8. Losses with a causal connection to the fact that
 - a) There were false chassis settings;
 - 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;
9. Losses by misuses of the vehicle, negligent action (e.g. automotive contests);
10. Losses by fire, explosions or natural disasters.

V. Where does my insurance cover exist?

You have insurance cover in the following European 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), Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of North 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, Guernsey, Jersey, Isle of Man, without overseas territories), Ukraine, Vatican City.

VI. Who is the Beneficiary?

The Beneficiary is the “person who is legitimately in possession of the vehicle and the corresponding proof of insurance.

VII. Which obligations do I have after occurrence of an Insured Event?

1. After the occurrence of an Insured Event in Ireland you are obliged to report it immediately and to handover
 - The damaged tyre; and
 - In the event of vandalism, a copy of the police report to your authorised workshop, approved by the vehicle manufacturer.
2. If the Insured Event occurs in another European country, you may buy a replacement tyre there and will be required to fulfil the following obligations:
 - a) Present photographic evidence of the damaged tyre in order for the workshop to examine and assess the type of damage;
 - b) Once you are back in Ireland, please hand over
 - The evidence listed under VII, paragraph 2(a);
 - The invoice for the replacement tyre, in case the amount was disbursed by you; and
 - In the event of vandalism, a copy of the police report to your authorised workshop approved by the vehicle manufacturer. Once you have completed the steps listed at VII, paragraph 2, you will receive your insurance benefit at your respective workshop in Ireland.

VIII. Which consequences does the breach of obligations have?

1. You will lose your insurance cover if you wilfully breach the stated obligations.
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 obligations by gross negligence.

3. Your insurance cover will continue to exist if you prove that the breach of obligation 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 the insurance cover begin and end?

1. The insurance cover will begin on the delivery date of the new manufactured vehicle (day when the vehicle was handed over to you).
2. The insurance cover for each insured tyre will end after the expiry of 36 months after the delivery date or with the occurrence of a damaging event on the respective insured tyre.

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

1. Irish law applies to the contract.
2. If you would like to clarify something with us in court you can direct your action at the following courts of jurisdiction:
 - a) Our registered seat or
 - b) The court of your place of residence at the time when the action is filed or
 - c) Your customary place of abode.
3. 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. What can I do in case of a complaint?

1. In case of a complaint against Volkswagen Versicherung AG, you can make your complaint:
 - a) In writing, to our address: Volkswagen Versicherung AG, mailbox GH-GWEZ, subject "Tyreinsurance", Gifhorner Straße 57, 38112 Braunschweig, Germany,
 - b) In person, directly at Volkswagen Versicherung AG registered office (see address above),
 - c) In electronic form – via e-mail to tyre-insurance@vwfs.com.
2. The response to your complaint will be delivered to you as soon as possible, but not later than within 40 days time from the day of receipt of your complaint. In particularly complex cases – the above mentioned period may be extended but not more than up to 40 days from the day of receipt of your complaint. The response to your complaint will be delivered to you in writing by post. In case the given period has elapsed – the complaint is regarded as terminated according to the request.
3. In case you are a consumer, if you are not satisfied with our answer or if a six weeks period has elapsed from the day of receipt of your complaint, 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 Insurance 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 responsible supervisory authority. The responsible supervisory authority is the Federal Supervisory Authority for Financial Services [BaFin], Graurheindorfer Straße 108, 53117 Bonn, Germany and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2.
5. Irrespective of any complaint your right to take legal action at the responsible court remains unaffected. Please note Section X. above.

XII. Which final provisions are there?

1. If the knowledge or the conduct of a Policyholder are of legal significance according to the statutory regulations, your knowledge or your conduct are also to be taken into consideration with this insurance.

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2. Bearer of the insured risk (insurer) is Volkswagen Versicherung AG, Gifhorner Straße 57, 38112 Braunschweig, Germany; County Court Braunschweig, HRB 200232.