

# General Terms and Conditions for Extended Warranty Insurance (EWI)

## A. Definitions

The following capitalized terms shall have the meanings set forth below:

### **Authorized Service Centre**

Means a third party service provider authorized by Volvo Cars to provide services in relation to the coverage under this EWI. A list of Volvo Cars Authorized Service Centres is available at [volvocars.com](http://volvocars.com).

### **Effective Date**

Means the date that this EWI takes effect and that corresponds to the date that Your New Vehicle Base Warranty or warranty under the Volvo Car Extended Warranty program expires (whether due to time period or mileage).

### **EWI**

EWI means the extended warranty insurance pursuant to the Terms and Conditions set forth herein.

### **Failure**

Means the complete mechanical or electrical failure or inability of any covered part to perform the function(s) for which it was designed due to defects in material or workmanship of any parts manufactured or supplied by Volvo Cars that occur under normal use. Failure does not include the gradual reduction in operating performance due to normal wear and tear. See also article 15 for other limitations and exclusions applicable to this EWI.

### **Insurance Period**

Means the duration of the EWI as defined in Your insurance certificate. See article 4, below, for additional information.

### **Insured Vehicle**

Means the individual Vehicle for which this EWI is purchased and as stipulated in Your insurance certificate and identified by the VIN of this Vehicle.

### **Insurer**

Means Helvetia Global Solutions Ltd, domiciled at Äulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered with the Commercial Register of the Principality of Liechtenstein (register number FL-0002.191.766-9), and regulated by the Financial Markets Authority of the Principality of Liechtenstein (FMA).

### **New Vehicle Base Warranty**

Means the applicable new vehicle manufacturing warranty provided together with a new Volvo vehicle.

### **Policyholder**

Means the eligible purchaser or recipient of a valid transfer of this EWI as stipulated in the Your insurance certificate.

### **Purchase Date**

Means the date this EWI was purchased and listed in Your insurance certificate.

### **Purchasing Period**

Means the period beginning on the date of the original delivery of the Vehicle and ending on the date (a) the applicable New Vehicle Base Warranty or any warranty under the Volvo Cars Extended Warranty Program period expires, or (b) the Vehicle exceeds 5 years or 150'000 km, whichever comes first.

### **Support Services**

Means services as described in these Terms and Conditions for the Vehicle for which this EWI was purchased.

### **Terms and Conditions**

Means the terms and conditions for the EWI as set forth herein.

### **Tied Insurance Intermediary**

Means Volvo Cars.

Volvo Cars is registered with the Swedish Companies Registration Office as the Insurer's tied insurance intermediary (register number 556074-3089).

Volvo Cars can be reached by writing to Volvo Cars at <https://www.volvocars.com/nl-be/support/contact> or <https://www.volvocars.com/fr-be/support/contact>, unless otherwise indicated.

### **Vehicle**

Means the Volvo vehicle for which this EWI is purchased or validly transferred pursuant to these Terms and Conditions.

### **VIN**

Means the vehicle identification number of the Vehicle.

### **Volvo Cars**

Means Volvo Car Corporation, domiciled at Avd. 50090 HB3S, 405 31 Gothenburg, Sweden, registered with the Swedish Companies Registration Office (register number 556074-3089).

### **Volvo Cars Extended Warranty Program**

Means any of the Extended Warranty offers provided by Volvo Cars as listed below:

- Volvo Car Extended Warranty: an extension of the New Vehicle base Warranty purchased together with a new car.
- Volvo Car Extended Warranty Selekt: the Selekt vehicle warranty that is

included if you buy a Volvo SELEKT car.

- Extended Warranty Insurance: an extension of Vehicle Warranty purchasable if the car has an active warranty under the Volvo Cars Extended Warranty Program, the car is under 5 years old and has not exceeded 150 000 km.

### **We or Us or Our**

Means the Insurer of the EWI and the entity contractually obligated to You under the Terms and Conditions of this EWI. We may provide coverage under this EWI directly or use a Volvo Cars Authorized Service Centre to provide services on Our behalf.

### **You or Your**

Means the Policyholder.

## **B. General Conditions**

The following Terms and Conditions complement the current law on insurance contracts and apply to all Your chosen coverages.

### **1. Coverage**

The EWI covers the costs of repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Volvo Cars of the Vehicle that occur under normal use in the event of a Failure for the selected term or mileage (whichever comes first), with coverage taking effect on the Effective Date. This EWI is subject to the terms, conditions, limitations, extensions, exceptions and definitions as set forth herein and does not cover, among other specified items, Your Vehicle's high voltage battery. This EWI is for the sole benefit of the purchaser or the recipient of a valid transfer of this EWI and applies only to the Vehicle for which it is purchased.

The table below illustrates the Insurance Period of the EWI which expires when the

below term or mileage is achieved, whichever occurs first.

Product	Term	Mileage
12-Months Extended Warranty	1 Year	200'000 km
24-Months Extended Warranty	2 Years	200'000 km

## 2. Geographical Scope of Cover?

This EWI coverage is valid in Europe and includes the Territories of Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, the Netherlands, Turkey and the United Kingdom.

## 3. Indemnification

In case of a Failure, the following costs for repairing or replacing will be settled under this EWI, provided that the Failure is reported within the Insurance Period:

- The cost of the repair or, if needed, replacement, including labour and parts.
- Testing works, disassembly or assembly, measurement or programming according to the set times of the manufacturer, the necessity of which is required to effect a valid repair.
- Gaskets and (shaft seals) sealing rings of any kind, screws, nuts or fluids, the necessity of which is required to effect a valid repair.

Note that You do not need to pay anything in advance. Volvo Cars will settle the cost resulting of a repair or a replacement with the

Volvo Authorized Service Centre directly on behalf of the Insurer.

## 4. Limits of Indemnification

Implied and express warranties and conditions arising under applicable law or in equity, if any, including but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the Insurance Period of this EWI. The performance of necessary repairs and parts replacement is the exclusive remedy under this EWI or any implied warranties arising therefrom.

Indemnification is limited to the reasonable price for repair or replacement of any covered part, not to exceed per claim and in the aggregate up to a maximum of Euro 50,000 per Vehicle.

Replacement may be made with parts of like kind and quality, including non-original Volvo Cars parts or reconditioned or remanufactured Volvo Cars parts, as necessary.

We do not authorize any person or entity to create for it any other obligations or liability in connection with this EWI. The decision of whether to repair or replace a part or to use a new, reconditioned or remanufactured part will be made by Volvo Cars in agreement with the Insurer, in its sole discretion.

We will not pay for or reimburse You for services that are performed by any party other than a Volvo Cars Authorized Service Centre. We hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, transportation to and from a Volvo Cars Authorized Service Centre, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), alternative transportation (including reimbursement for

rental vehicle expenses, taxi costs, etc.), service call charges, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

The above limitations and exclusions shall apply whether Your claim is in contract, tort (including negligence and gross negligence), misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if We are advised of the possibility of such damages or such damages are reasonably foreseeable.

## 5. Breach of Obligations

In the event of violation of statutory or contractual regulations or obligations, indemnification may be refused or reduced. This will not be applicable if the event is deemed as an involuntary one according to the circumstances.

If you fail to make payment in accordance with what is set out in these Terms and Conditions, we reserve the right to terminate your EWI.

## 6. Sanction Clause

We shall not be deemed to provide cover and We shall not be liable to pay any claim, make any return of payment or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, provision of such benefit, or return of such payment would conflict with any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Switzerland, the European Union, the United Kingdom or the United States of America.

## 7. Payment of Your insurance premium

Unless We notify You otherwise, You will be invoiced by and/or make all payments to Volvo Cars on behalf of Us.

Where the EWI shall be paid for online (including through the Volvo Cars app), Volvo

Cars will use a secure online payment system via a third party payment provider.

You expressly authorize such payment provider to charge applicable fees through the chosen payment method as well as taxes and other charges You incur and agree to the handling of the payment transaction and the details provided and any other information necessary for a payment transaction to be executed by the relevant third party (including but not limited to fraud prevention).

In case of recurring payments (including for EWI provided on subscription), unless otherwise stated elsewhere in the insurance certificate, the first payment is payable on the date of the purchase of the EWI and any subsequent payments are payable each month thereafter.

You are responsible for ensuring (a) that We or Volvo Cars (or a third party payment provider, as applicable) are provided with the correct information in order to execute the transaction, including any changes thereof, and (b) that the amount to be paid can be deducted from Your account at the time of payment.

We have the right to use a third party for collection and/or legal actions against You for non-payment of the fees. We reserve the right to claim damages from You for reasonable costs and/or expenses that We may have in relation to such actions, including but not limited to costs of such third party and any legal and administration costs.

## 8. Right of Revocation

The EWI agreement can be revoked within 14 days after purchase of the EWI, provided that no claim has been made by then. The insurance expires upon submission of the declaration of revocation. The premium paid will be refunded to You.

To proceed such right of revocation, You have to send an email containing the VIN number and a valid email address to reply at <https://www.volvocars.com/nl-be/support/contact> or

<https://www.volvocars.com/fr-be/support/contact> during the 14 days after purchase of the EWI.

## 9. Your Duties

The owner's manual of Your Vehicle includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain peak performance of the Vehicle, We recommend You to follow correct operations procedures, including having Your Vehicle serviced as recommended by Volvo Cars or a Volvo Cars Authorized Service Centre during the Insurance Period of this EWI.

Upon reasonable notice of the occurrence of a Failure, You must protect the Vehicle from further damage or Failures, including exacerbation of the first-noticed Failure, regardless of whether or not such Failure is covered under this EWI. Any operation of the Vehicle that results in further damage shall be considered Your failure to protect the Vehicle and shall not be covered under this EWI. You are responsible for monitoring fault/warning indicators that illuminate on the Vehicle's instrument panel or appear on the touchscreen. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning indicators report a problem. Contact Volvo Cars whenever an alert illuminates.

You must give Your authorization to the Volvo Cars Authorized Service Centre for dismantling and access to vehicle data and agree to cover the cost that these services will involve in the event You effected any alteration, damage or other modification to the Vehicle (including refusing to update vehicle software) that results in additional time, parts or labour necessary for Volvo Cars to perform any services under this EWI.

## 10. Transferring and Cancelling the EWI

### Transfer

Subject to full payment of the insurance premium, this EWI provides coverage for the insured Vehicle and, in accordance with

applicable law, it is automatically transferred to a new private owner of the Insured Vehicle who shall be treated as the new Policyholder of the EWI.

### Cancellation

To cancel Your EWI, You must clearly inform Us that You wish to cancel prior to expiration of the Insurance Period and/or any change of ownership of the Vehicle. You must inform in writing by sending an email to <https://www.volvocars.com/nl-be/support/contact> or <https://www.volvocars.com/fr-be/support/contact>.

The following conditions are required for a valid cancellation:

- No covered Failure has been claimed under this EWI.
- In case of a cancellation by the original Policyholder, the amount of Your refund is subject to the following:
  - Before the Effective Date: If You cancel Your EWI before the Effective Date, Your cancellation refund will be subject to an administration fee of 10% of the insurance premium excl. insurance premium taxes.
  - After the Effective Date – No Failure reported: If You cancel Your EWI after the Effective Date and no Failure has been reported under this EWI, Your cancellation refund will be calculated on a pro-rata basis on the unused portion of the days this EWI has been in effect, compared to the term of the selected EWI type and is subject to an administration fee of 10% of the insurance premium excl. insurance premium taxes.

Note that the right to cancel Your EWI at any time according to this section is not limiting Your right of revocation according to article 8 nor Your right to cancel Your EWI policy in case of a claim according the applicable law in any means and therefore is not applicable for both scenarios.

## 11. Filing a claim

To arrange a physical inspection and receive repair work in the event of a Failure, You must contact Volvo Cars to schedule an appointment and take Your Vehicle to any Volvo Cars Authorized Service Centre.

Have Your Vehicle's VIN, mileage, and date of Failure ready for Volvo Cars, and make the Volvo Cars advisor aware of the existence of this EWI before repairs are performed. Failure to tell the advisor about this EWI will not preclude coverage.

In Case of Failure:

- Cease operating the Vehicle if necessary, to prevent further damage. If Volvo Cars determines that Your continued operation caused additional harm to the Vehicle that requires additional repairs, the costs of those repairs will be borne by You. If You have any concerns, call any Volvo Cars Authorized Service Centre.
- If possible, take Your Vehicle to any Volvo Cars Authorized Service Centre authorized repairer, or call any Volvo Cars Authorized Service Centre for instruction.
- Permit inspection before performance of any repairs.
- Cooperate in Volvo Cars' investigation of the Failure, including noting a specific timestamp for when the Failure occurred (e.g., 19th July 2022 at 1:30-1:45 p.m.).

## 12. Filing a complaint

Any complaints about the Tied Insurance Intermediary or the Insurer should be

addressed to <https://www.volvocars.com/nl-be/support/contact> or <https://www.volvocars.com/fr-be/support/contact>.

If the matter has not been resolved to Your satisfaction, You may issue a complaint with:

- the FIN-Net member of Your own country;
- or the FIN-NET member of the country of the Insurer, which is the Financial Market Authority of Liechtenstein (FMA).

The Insurer is not obliged to participate in a complaint handling arrangement and therefore reserves the right to refuse to do so.

The complaints handling arrangements above are without prejudice to Your right to start judicial proceedings.

## 13. Dispute Resolution

We aim to provide an excellent service. However, if You should be dissatisfied with the services performed under this EWI or the Terms and Conditions of this EWI, or if You have any other dispute during the Insurance Period of this EWI, to the fullest extent allowable by the law of Your jurisdiction, We require that You first provide Us with notification of the dispute and a reasonable opportunity to respond before You submit to Our dispute resolution program or proceed to arbitration as discussed below.

Should You wish to contact Us in an attempt to resolve any dispute under this EWI, send Your written notification to <https://www.volvocars.com/nl-be/support/contact> or <https://www.volvocars.com/fr-be/support/contact>.

Please include the following information when filing a complaint:

- A copy of Your EWI and date of any applicable valid transfer;
- Your name and contact information;

- VIN;
- Current mileage;
- A detailed description of the concern and/or dispute, as well as the resolution You are seeking; and
- History of the attempts You have made with any of Our's or Volvo Cars representatives to resolve the concern.
- Brake pads/shoes/discs replacement due to wear
- Wheels & Tyres
- Repairs on High voltage battery covered by High voltage battery Warranty.
- Wear and Tear.

If You are not satisfied with Our answer, You can submit a complaint to the European Online Dispute Resolution Platform <http://ec.europa.eu/consumers/odr/>. The complaint will then be transferred for resolution to the insurance ombudsman of Your country. There may be a short delay before We receive the complaint. The aforementioned provisions for handling out-of-court complaints do not prejudice Your right to initiate legal proceedings.

## 14. We do not cover

### **EWI Exclusions**

- Replacement or “top up” of consumable fluids, i.e. oils, anti-freeze, brake fluid, windscreen wash solution and air conditioning refrigerant.
- Wiper blades.
- Oil filters, air filters, pollen filters and fuel filters.
- All light bulbs (interior and exterior), Xenon lamps and LED lights
- Drive belts – replacement or adjustment.
- Wheel alignment/balancing.
- Unauthorised engine tuning.
- Spark plugs.
- Failure to properly maintain the Vehicle in accordance with Volvo Cars’ maintenance schedules and service instructions.
- Failure to use Volvo Cars specified parts or fluids (or parts of equivalent quality).
- Damage resulting from neglect, accident or improper use.
- Any modification of the Vehicle or its parts, including but not limited to engine tuning, which is not authorised by the vehicle manufacturer.
- Mixing different types of fuels or using non-recommended fuel, this applies to all engines.
- Seat upholstery damages caused by non-genuine leather care treatment are not covered under warranty. (Volvo Cars' leather seat upholstery is of high premium quality and needs to be maintained using Volvo Genuine leather cleaner. The Volvo Cars genuine leather care kit, when used, keeps the leather soft. Contact Your Volvo Cars retailer for further information on leather care kit.)

### **Commercial Use (Excluded Vehicles)**

- In respect of any vehicle which is used for commercial purposes.

- Commercial use refers to (but not limited to) Taxis, Uber, Hire for Reward and Utility vehicles.
- Fleet sales to companies for employee use are not excluded from coverage.

## 15. Insurance Period

Upon purchase of the EWI, the coverage is retroactive to the Effective Date, provided that You are eligible and purchase this EWI within the Purchasing Period, or if applicable, You are the recipient of a valid transfer of this EWI pursuant to the Terms and Conditions of this EWI. The Insurance Period commences on the Effective Date and remains in effect pursuant to the extended period and mileage option selected herein; under no circumstances, including the transfer of this EWI, will this EWI be extended beyond the original Insurance Period or beyond 200'000 km commencing from Volvo Cars' original delivery of the Vehicle. This EWI may not be renewed by You. Articles 5 through 16 shall survive any termination or expiration of this EWI. If repair or replacement cost exceed the cover limit at the time of the Failure, Your insurance will expire with indemnification by Us (total loss).

## 16. Entire Agreement and Governing Law

These Terms and Conditions together with Your insurance certificate form the entire agreement between You and Us with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions whenever delivered.

These Terms and Conditions shall be governed by the laws of the country where the Vehicle is registered. The courts of the country where the Policyholder is domiciled or the country where the Insurer is domiciled shall have exclusive venue for disputes relating to the interpretation or enforcement of this EWI.