

Water Pump Class Action and Limited Warranty Extension Dealer FAQ

Settlement

- How should my dealership respond to questions regarding the terms of the settlement?
 If you are contacted by a Settlement Class Member (customer) with questions/concerns regarding the details of this settlement or any applicable procedures or deadlines, please refer them to the Settlement Claim Administrator at 1-833-711-0261 and/or to visit the settlement website at www.waterpumpsettlement.com, which will contain copies of the Class Notice and other necessary information.
- What is the process for owner reimbursement?
 If you receive a contact from a Settlement Class Member (customer) regarding reimbursement of out-of-pocket expenses for past repairs, please refer them to the Settlement Claim Administrator at 1-833-711-0261 and/or to visit the settlement website at www.waterpumpsettlement.com, which will contain copies of the Class Notice and other necessary information.
- What if the customer asks whether their vehicle is affected? If you receive a contact from a Settlement Class Member (customer) asking if their vehicle is included in the Settlement, please refer them to the Settlement Claim Administrator at 1-833-711-0261 and/or to visit the settlement website at www.waterpumpsettlement.com, which will contain copies of the Class Notice and other necessary information. The settlement website will also enable them to input their vehicle's VIN to see whether it is included in the settlement and/or warranty extension.

You can determine if a vehicle is eligible for the Water Pump Limited Warranty Extension by checking the VIN in Elsa > Vehicle Data. If the Warranty Extension is applicable to the vehicle, the "Enhanced Coverage" section of the "Vehicle Data" screen in Elsa will be populated with the warranty extension parameters and show the U55 Warranty Key under the "Warranty" section of the "Vehicle Data" screen.

- What if the customer asks what they would need to provide in order to obtain a reimbursement for a prior repair, and/or what the deadline and procedures are to file a claim for reimbursement?
 If you receive a contact from a Settlement Class Member (customer) regarding reimbursement of out-of-pocket expenses for prior repairs, or the deadline or procedures for filing a reimbursement claim, please refer them to the Settlement Claim Administrator at 1-833-711-0261, and/or to visit the settlement website at www.waterpumpsettlement.com, which will contain copies of the Class Notice and other necessary information.
- What if the customer says they are not satisfied with the amount of the reimbursement for past repair?

 All questions regarding reimbursement for past repairs should be directed to the Settlement Claim

 Administrator at 1-833-711-0261 and/or to visit the settlement website at www.waterpumpsettlement.com,

 which will contain copies of the Class Notice and other necessary information.
- What if a customer already paid for an engine replacement that contained a new Water Pump?
 If you receive a contact from a Settlement Class Member (customer) regarding reimbursement of out-of-pocket expenses for prior repairs, please refer them to the Settlement Claim Administrator at 1-833-711-0261 and/or to visit the settlement website at www.waterpumpsettlement.com, which will contain copies of the Class Notice and other necessary information.



Warranty Extension

What is the effective date of the Warranty Extension?

The Warranty Extension effective date is **June 10, 2022**. Any repair order opened prior to **June 10, 2022** would need to be reviewed by the Settlement Claim Administrator for possible reimbursement and is not able to be claimed as warranty under the extension. Claiming instructions for this warranty extension can be found within Warranty Policy Bulletin **VWP-22-06**.

• What is covered under the Warranty Extension?

The extended warranty covers the repair or replacement of a failed Settlement Class Vehicle's Primary Engine Water Pump ("Water Pump"), Thermostat and/or Thermostat Housing, by an authorized VW dealer, during a period of eight (8) years or eighty thousand (80,000) miles (whichever occurs first) from the original In-Service Date of the Settlement Class Vehicle, provided that the Settlement Class member submits, to the dealer, Proof of Adherence to the Vehicle's Maintenance Schedule (including the use of the VW recommended specification of coolant fluid) within a variance to 10% of the scheduled time/mileage maintenance requirements (hereinafter, the "Extended Warranty" or "Warranty Extension"). The Extended Warranty will include the Primary Engine Water Pump defined as the primary coolant module including the engine water (coolant) pump and the controller unit, Thermostat, Thermostat Housing and all parts and labor necessary to effectuate the repair.

In the event that the failure is limited to the Thermostat and/or Thermostat Housing, any repair or replacement should be limited to those components that have failed.

This Extended Warranty is subject to the same terms and conditions of the original New Vehicle Limited Warranty and Warranty Information Booklet applicable to that vehicle.

The Extended Warranty will also cover a percentage of the Settlement Class Member's cost of repair (parts and labor), by an authorized VW dealer, of engine damage to a Settlement Class Vehicle that was directly caused by the failure of the Water Pump, Thermostat and/or Thermostat Housing (as defined above) occurring within the above 8 year or 80,000 mile (whichever occurs first) Extended Warranty period. The percentage limits of coverage for repair/replacement, under this extended warranty, of such engine damage directly caused by a Water Pump, Thermostat and/or Thermostat Housing failure, is based upon the age and mileage of the vehicle as set forth as follows:

Model Year 2014-2017 New Vehicle Limited Warranty Coverage 3 Years / 36,000 Miles & Powertrain 5 Years / 60,000 Miles					
Time from In- Service Date	Less than 50,000 miles	50,001 to 60,000 miles	60,001-70,000 miles	70,001-80,000 miles	
4 years or less	100% (under original warranty)	100% (under original warranty)	60%	55%	
4-5 years	100% (under original warranty)	100% (under original warranty)	50%	40%	
5-6 years	60%	50%	40%	25%	
6-7 years	50%	35%	25%	10%	
7-8 years	30%	20%	10%	5%	



Model Year 2018-2019 New Vehicle Limited Warranty 6 Years / 72,000 Miles						
Time from In- Service Date	Less than 50,000 miles	50,001 to 60,000 miles	60,001-70,000 miles	70,001-72,000 miles	72,001- 80,000 miles	
4 years or less	100% (under original warranty)	40%				
4-5 years	100% (under original warranty)	40%				
5-6 years	100% (under original warranty)	40%				
6-7 years	40%	40%	40%	40%	40%	
7-8 years	40%	40%	40%	40%	40%	

Model Year 2020-2021 New Vehicle Limited Warranty 4 Years / 50,000 Miles				
Time from In- Service Date	Less than 50,000 miles	50,001 to 60,000 miles	60,001-70,000 miles	70,001-80,000 miles
4 years or less	100% (under original warranty)	80%	60%	55%
4-5 years	100% (under original warranty)	60%	50%	40%
5-6 years	60%	50%	40%	25%
6-7 years	50%	35%	25%	10%
7-8 years	30%	20%	10%	5%

*The percentages of coverage in the chart above are subject to the following two exceptions:

- (i) For any Settlement Class Vehicle for which the original NVLW time and mileage period has not expired at the time of the said engine damage repair, the percentage of coverage shall be 100%, and
- (ii) For any Settlement Class Vehicle for which the original NVLW time and mileage period is 6 years or 72,000 miles (whichever occurs first) from the In-Service Date, the percentage of coverage shall be 100% for a said engine damage repair occurring within that NVLW period, and 40% for a said engine damage repair that occurred after that NVLW period expired and up to 8 years or 80,000 miles (whichever occurs first) from the vehicle's In-Service Date.

To aid in administering the above Warranty Extension coverage Matrix, please consider the following when evaluating the time/mileage percentage limits:

- 4 years or less = In-service date through last day of third year in service
- 4-5 years = In-service date through last day of fourth year in service
- 5-6 years = First day of fifth year in-service through last day of sixth year in-service
- 6-7 years = First day of the sixth year in-service through last day of the seventh year in-service
- 7-8 years = First day of seventh year in-service through last day of eighth year in-service

Why does the Extended Warranty cover only a percentage of the repair cost for engine damage directly caused by a Water Pump failure?

VWGoA has agreed to expand the scope of this specific Warranty Extension. This is an added benefit to Settlement Class Members and subject to the sliding scale based upon the time from In-Service Date and mileage of the particular vehicle. If customers have questions regarding what is being covered under the Warranty Extension per the Class Action Settlement, please refer them to the Settlement Claim Administrator 1-833-711-0261 and/or to visit the settlement website at www.waterpumpsettlement.com, which will contain copies of the Class Notice and other necessary information.



 Do dealers have the ability to alter the sliding scale percentage of coverage for repair/replacement of engine damage directly caused by a Water Pump failure under the Extended Warranty?

No. The sliding scale percentages of coverage are part of the negotiated class action settlement.

What is considered acceptable proof of maintenance?

In order to obtain a repair/replacement under the extended warranty, the Settlement Class Member must provide the dealer with either records/receipts, or a signed declaration (if they cannot obtain the records after a good faith attempt), showing that the proper coolant was used and that the coolant was checked in accordance with whatever maintenance intervals apply to during the time that he/she owned the vehicle, within a 10% variance on each such time/mileage interval.

What documents are required to substantiate maintenance?

Documents [i.e., maintenance records, invoices, receipts, etc.] showing that during the time that the Settlement Class Member (customer)'s good faith adherence to the aspects of the vehicle maintenance schedule (including the use of the VW recommended specification of coolant fluid) during the time he/she owned or leased the Settlement Class Vehicle, up to the date/mileage of the Water Pump repair/replacement, within the 10% variance set forth above.

In the event such maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member (customer) may submit a sworn declaration, signed under penalty of perjury, detailing what efforts were made to obtain the records, who the customer communicated with and when, and why the records are not available, and attesting to adherence to the vehicle maintenance schedule during the time of ownership up to the date/mileage of replacement/repair, within the 10% variance set forth above.

The Vehicle Maintenance Declaration is available for the Settlement Class Member (customer) to download on the settlement website at www.waterpumpsettlement.com.

What is considered a 10% variance?

The Maintenance Variation Allowances will be based on the mileage criteria in the table below. The mileage criteria starts when the settlement class member took ownership of the vehicle.

10% Maintenance Variations		
Miles (In Thousands)	Minimum Maintenances	
0-10	0	
10-20	0	
20-30	1	
30-40	2	
40-50	3	
50-60	4	
60-70	5	
70-80	6	
80-90	7	
90-100	8	

What should a dealer do with customer maintenance records and/or a sworn declaration form (Vehicle Maintenance Declaration)?

All supporting documentation for the Warranty Extension including maintenance records, invoices, receipts and sworn declaration forms should be retained with the dealer repair order records.

• Can the dealer sign-off on the declaration if the Settlement Class Member (customer) is unable to?

No. The Settlement Class Member (customer) is required to provide the signed declaration.



 If a Settlement Class Member (customer) is a subsequent owner of the vehicle, what is required in terms of maintenance records?

The Settlement Class Member (customer) needs only show compliance "during the time he/she owned and/or leased the vehicle."

- Can I use the Company's Goodwill Program to assist customers outside of the parameters of the class action? The Settlement does not affect the Company's ability to utilize the Goodwill Program to offer assistance in a unique situation in which it may be justified under the Company's Customer Loyalty Assistance Program. Any goodwill offered would count toward the dealer's total spend when calculating self-authorization tiers.
- Are vehicles with a Totaled Status and/or with a Salvage Title (UST) excluded from Coverage?
 Yes.

Are dealer owned vehicles eligible for the Warranty Extension?

Per the Settlement Agreement, "anyone who purchased a Settlement Class Vehicle for purpose of commercial resale" is <u>excluded</u> from the Settlement Class. This would apply to authorized VW dealers or any other commercial reseller.

However, if the dealer kept a Class Vehicle for purposes such as use as a loaner vehicle, it would be covered by the Warranty Extension.

Are independent shop owned vehicles eligible for the Warranty Extension?

The Settlement excludes "anyone acting as a used car dealer" from the Settlement.

However, if the independent shop purchased or leased the vehicle for its own use, then that vehicle would be covered under the Settlement and entitled to the Warranty Extension.

• Is the Warranty Extension transferrable?

The warranty, as extended, is fully transferable to subsequent owners, excluding those for purpose of commercial resale.

• Is a TAC ticket required at any point?

A TAC ticket is not required. This Extended Warranty should be administered following all existing Warranty Policy and Procedures.

Are towing costs covered under this Extended Warranty?

No. Towing costs are not covered under this Extended Warranty.

Will there be a Loaner car provision / reimbursement as part of the extension?

No, there is no loaner car provision/reimbursement specific to this Warranty Extension. Alternate transportation can be considered under the existing Alternate Transportation Program.

• Does the Warranty Extension apply to Water Pumps that have not failed?

No. Like the original warranty, failure of the Water Pump would be required for any aspect of the extended warranty to apply.



• If the Water Pump problem is due to a faulty or failed thermostat/thermostat housing only, do you need to replace the entire water Pump (as defined above)?

No. If the problem can be properly repaired by replacement of the thermostat and/or thermostat housing only, then the dealer should only replace those items. However, if doing so will not remedy the problem, then the entire Water Pump (as defined above) should be replaced.

- Where do I find the Proration Calculator?
 WISE > Resource Center > Job Aids & SAGA Communications (VWS) > Conversion Calculators.
- What if the repairs are within the prorated amount but the customer has an active CPO contract?
 The dealer should use any applicable warranties before charging the customer for the repairs. If the CPO Contract is still valid and the failure is a covered component, then repairs should be submitted under CPO coverage. Customer would be responsible for the \$50 CPO deductible.
- What if the replacement engine comes with a new Water Pump?

 The Customer pay portion will be reduced <u>up to</u> \$1,150.00. If the customer pay portion is <u>less than \$1,150.00</u>, then the deduction will offset the outstanding amount and no monies will be given to the customer.

What if the Water Pump has failed as a direct result of another component's failure? For example, engine oil

leaking from the cylinder head cover causing the Water Pump to fail.

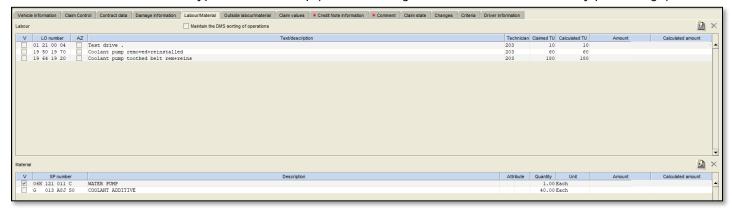
The Water Pump must be the root cause of the failure per the terms and conditions of the Water Pump Settlement and Warranty Extension. Damage to the Water Pump resulting from the failure of a different component that is not considered a component of the Water Pump (as defined above) is not covered under this Settlement's Warranty Extension.



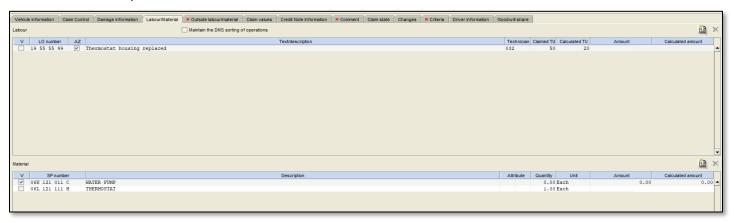
Warranty Extension Claim Administration

SAGA Claim Entry Example: A 2020 Vehicle was 4 years from the original in-service date with 52,101 miles. The Water Pump failed, causing damage to the engine.

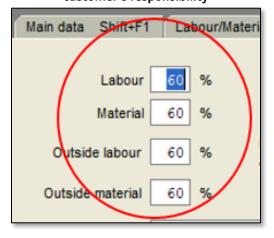
Claim line 01: 110 Claim Type – Water Pump (100% coverage - dealer does not enter any percentage)

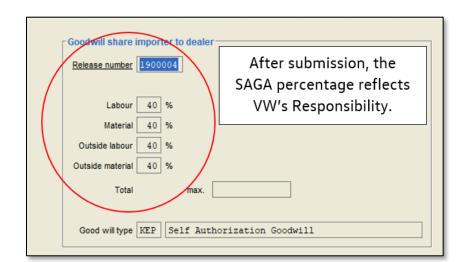


Claim line 02: 2WA Claim Type - Consequential engine damage caused by Water Pump failure; parts and labor calculated at 40% VW / 60% Customer (Refer to the sliding scale percentages for pro-ration coverage located in VWP-22-XX in WISE)



Dealer must enter the percentage of the customer's responsibility







Engine replacement is required and includes a new Water Pump -

SAGA Claim Entry Examples:

2WA Claim Type - Dealer must enter Labor Operation A0000000 for up to \$1,150.00 in Outside Labor.

Example scenario 1:

A 2017 Vehicle was 6 years from the original in-service date with 73,500 miles. The Water Pump failed, causing damage to the engine.

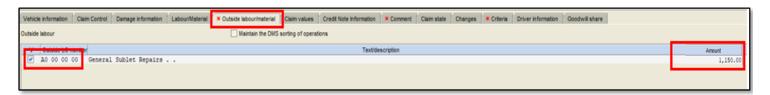
Engine replacement costs \$10,000 with 10% prorated VW coverage -

VW contribution = \$1,000.00

\$9,000 Customer Responsibility

less \$1,150 Water Pump

= \$7,850 Customer's Final Out-Of-Pocket Expense



Example scenario 2:

A 2020 Vehicle was 4 years from the original in-service date with 54,500 miles. The Water Pump failed, causing damage to the engine.

Engine repair (including Water Pump replacement) costs \$1,500.00 with 60% prorated VW Coverage

VW contribution = \$1,150.00

\$900 Customer Responsibility

less \$1,150 Water Pump

= \$0 Customer's Final Out-Of-Pocket Expense

Since the customer contribution is less than \$1,150.00, the dealer will only enter \$900.00 in Outside Labor in SAGA.

