



FAQ - AEB System Warranty Extension

Claim Settlement

- **What did the class action claim and what is the Class Settlement?**

The class action claimed that alleged defects in certain Volkswagen vehicles' Automatic Emergency Braking ("AEB") systems caused the AEB systems to not function properly. VWGoA has denied and contested those claims. Without any admission of liability or fault, VWGoA has entered into a nationwide class settlement that has been preliminarily approved by the court. The Covered vehicles, which were imported and distributed by VWGoA in the United States and Puerto Rico, will include certain* of the following model/model year Volkswagen vehicles which will be specifically identified by a VIN list:

- Certain 2019-2023 Volkswagen Arteon*
- Certain 2018-2023 Volkswagen Atlas*
- Certain 2020-2023 Volkswagen Atlas Cross Sport*
- Certain 2016-2017 Volkswagen CC*
- Certain 2016-2021 Volkswagen Golf*
- Certain 2016-2019 and 2022-2023 Volkswagen Golf R*
- Certain 2016-2019 Volkswagen Golf Sportwagen*
- Certain 2016-2023 Volkswagen GTI*
- Certain 2016-2019 Volkswagen e-Golf*
- Certain 2021-2023 Volkswagen ID.4*
- Certain 2016-2023 Volkswagen Jetta*
- Certain 2016-2022 Volkswagen Passat*
- Certain 2022-2023 Volkswagen Taos*
- Certain 2018-2023 Volkswagen Tiguan*
- Certain 2015-2017 Volkswagen Touareg*

*Not every vehicle within these model and model years is covered by the Settlement. The specific Covered Vehicles are determined by VINs. You can look up whether a particular vehicle is a Covered Vehicle by typing that vehicle's VIN in Elsa > Vehicle Data.

The class settlement provides the following benefits relating to these Covered Vehicles:

I. Information/Education Concerning the AEB Systems in Covered Vehicles

VWGoA has agreed to provide certain additional information/education regarding the AEB system in Covered Vehicles. The informational/educational materials can be viewed on the MyVW app, at www.knowyourvw.com, and on the Volkswagen USA YouTube page: https://www.youtube.com/@volkswagen_usa.

II. Warranty Extension for Current Owners and Lessees of Covered Vehicles:

Effective on May 15, 2024 [the date that the class notice will be mailed to the customers], each of the New Vehicle Limited Warranties ("NVLWs") for the Covered Vehicles will be extended for an additional period of 12 months or 12,000 miles to cover 75% of the cost of repair, by an authorized Volkswagen dealer, of a diagnosed and confirmed malfunction of the vehicle's AEB system that resulted from failure or malfunction of the AEB system's control unit, camera(s), LIDAR, and/or sensor(s) which enable automatic emergency braking functionality. However, if the vehicle's Warranty Extension time limitation has already expired as of May 15, 2024, then the time limitation of the Warranty Extension will be extended to November 15, 2024, subject to the Warranty Extension mileage limitations. The Warranty Extension will be administered through the SAGA system and is discussed in more detail below.



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III. Reimbursement for a Percentage of the Past Paid Cost of a Covered Repair (TO BE HANDLED EXCLUSIVELY BY THE SETTLEMENT CLAIM ADMINISTRATOR):

Customers who, prior to May 15, 2024, and within 12 months or 12,000 miles (whichever occurred first) after expiration of the Covered Vehicle's original NVLW period, paid out-of-pocket expenses for a repair to correct a diagnosed and confirmed malfunction of the Covered Vehicle's AEB system (that resulted from a failure or malfunction of the AEB system's control unit, camera(s), LIDAR, and/or sensor(s) which enable automatic emergency braking functionality) may be eligible to submit, to the Settlement Claim Administrator, a claim of reimbursement of 75% of the paid invoice amount for that repair or replacement (parts and labor), limited to one (1) repair/replacement per Covered Vehicle. **This part of the settlement, including all claims and issues relating to reimbursement, will be handled exclusively by the Settlement Claim Administrator. It is not handled by VWGoA.**

- **How should I respond to questions regarding the terms of the settlement?**

If a Settlement Class Member (customer) contacts you with any questions regarding the details of this settlement or any applicable procedures or deadlines, please tell them to contact the Settlement Claim Administrator at 1-833-637-2922 and/or to visit the settlement website at www.AEBSettlement.com, which will contain copies of the Class Notice and other necessary information.

- **What if the customer asks whether his/her/its vehicle is affected?**

The settlement covers the particular model year Volkswagen vehicles, listed above, that are specifically identified on a VIN list. If a customer brings in a vehicle for an AEB repair under the Warranty Extension, you can verify whether the vehicle is a Covered Vehicle by typing that vehicle's VIN in Elsa > Vehicle Data. Otherwise, if the customer asks whether his/her/its vehicle is covered, you can advise the customer that they can check to see if their vehicle is covered by entering their vehicle's VIN in the VIN lookup tool at www.AEBSettlement.com. If the customer has any other questions about the settlement, please tell them to contact the Settlement Claim Administrator at 1-833-637-2922 and/or to visit the settlement website at www.AEBSettlement.com, which will contain copies of the Class Notice and other necessary information.

- **What if the customer asks how to submit a claim for reimbursement for a prior repair, what information or documentation he/she/it would need to provide, and/or what the deadline and procedure is for submitting a claim?**

For any questions about the reimbursement part of the settlement, including when and how to submit a claim for reimbursement, please tell the customer to contact the Settlement Claim Administrator at 1-833-637-2922 and/or to visit the settlement website at www.AEBSettlement.com, which will contain copies of the Class Notice and other necessary information.

- **What if the customer says he/she/it is not satisfied with the amount of the reimbursement for past repair?**

For any questions regarding the reimbursement part of the settlement, including the submission or outcome of any claim for reimbursement, please tell the customer to contact the Settlement Claim Administrator at 1-833-637-2922 and/or to visit the settlement website at www.AEBSettlement.com, which will contain copies of the Class Notice and other necessary information.



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Warranty Extension

- **What is the effective date of the Warranty Extension?**

The effective date of the Warranty Extension is May 15, 2024. The Warranty Extension does not apply to any repair order opened prior to May 15, 2024.

- **What is covered under the Warranty Extension?**

The Warranty Extension covers 75% of the cost of repair (parts and labor), by an authorized Volkswagen dealer, of a diagnosed and confirmed malfunction of a Covered Vehicle's AEB system that resulted from failure or malfunction of the AEB system's control unit, camera(s), LIDAR, and/or sensor(s) which enable automatic emergency braking functionality in Covered Vehicles, for an additional period of 12 months or 12,000 miles (whichever occurs first) from the vehicle's original NVLW period. Therefore, for Covered Vehicles whose original NVLW period is 3 years or 36,000 miles, that period will be extended until 4 years or 48,000 miles (whichever occurs first) from the vehicle's in-service date with respect to the covered AEB system repair described above. Similarly, for Covered Vehicles whose original NVLW period is 4 years or 50,000 miles, that period will be extended until 5 years or 62,000 miles (whichever occurs first) from the vehicle's in-service date, and for Covered Vehicles whose original NVLW period is 6 years or 72,000 miles, that period will be extended until 7 years or 84,000 miles (whichever occurs first) from the vehicle's in-service date with respect to a covered AEB system repair.

However, if on May 15, 2024, the Covered Vehicle's Warranty Extension period has already expired, then the time limitation of the Warranty Extension will be extended until November 15, 2024, but the Warranty Extension's mileage limitation will remain in effect. For example, if a Covered Vehicle had an original NVLW period of 3 years or 36,000 miles (whichever occurs first) from the in-service date, then for purposes of a covered AEB system repair, that period shall be extended until 4 years or 48,000 miles (whichever occurs first) from the in-service date. But if that Warranty Extension's time period of 4 years already expired as of May 15, 2024, then that time period will be extended to November 15, 2024. Thus, under this scenario there would be coverage under the Warranty Extension so long as (i) the vehicle is presented to the dealer for a covered AEB system repair on or before November 15, 2024, and (ii) the odometer mileage at that time does not exceed 48,000 miles.

Note that there are certain exceptions to the Warranty Extension that are discussed below.

- **Are dealer owned vehicles eligible for the Warranty Extension?**

Under the Settlement terms, "anyone who purchased a Covered Vehicle for purpose of commercial resale" is excluded from the Settlement Class. The Settlement also excludes "anyone acting as a used car dealer." Thus, the Warranty Extension would exclude authorized Volkswagen dealers or any other commercial reseller or used car dealer, unless the vehicle was purchased for purposes other than for commercial re-sale, such as use as a company vehicle or loaner vehicle.

- **Is the Warranty Extension transferrable?**

Yes, the Warranty Extension is fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.



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- **What if the dealer determines that other repairs are needed or should be done?**
The Warranty Extension only covers the AEB repairs listed above. It does not cover any other repairs. Thus, any other needed or desired repairs must be addressed and/or dealt with outside of the Warranty Extensions.
- **Are towing costs covered under the Warranty Extension?**
No. Towing costs are not covered under the Warranty Extension.
- **Will there be a loaner car provision / reimbursement as part of the extension?**
No, there is no loaner car provision/reimbursement specific to the Warranty Extension. Alternate transportation can be considered under the existing Volkswagen Loaner Program Policy.
- **Are there exceptions to coverage under the Warranty Extension?**
Yes. Excluded from the Warranty Extension are any damage to, failure or malfunction of any part of the AEB system, including its control unit, camera(s), radar, LIDAR, and/or sensors, that resulted from abuse, alteration or modification, a collision or crash, vandalism and/or other impact, movement, displacement of and/or damage to the AEB sensors, weather and/or environmental conditions, and/or damage from any outside source or factor.
- **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.
- **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 repair will be claimed as a 2WA claim type at a prorated amount, the dealer should check if there's an active CPO Contract. If a CPO Contract is still valid and the failure is a covered component, then repairs should be submitted under CPO coverage (G10 Claim Type rather than 2WA Claim Type). The customer would be responsible for the \$50 CPO deductible.

CPO should not be used if the customer contribution of the repair is less than \$50.



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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 radar sensor failed requiring replacement.

Claim line 01: 2WA Claim Type – Automatic Emergency Braking System; since the vehicle is no longer covered under New Vehicle Limited Warranty, the entire repair is covered at a prorated amount. Parts and labor are calculated at 25% Customer contribution and 75% VW contribution.

Labour <input type="checkbox"/> Maintain the DMS sorting of operations								
V	LO number	AZ	Text/description	Explanation	Main operation	Technician	Claims TU	
<input type="checkbox"/>	01 50 00 60	<input type="checkbox"/>	GFF/Guided Fault Findings		<input type="checkbox"/>	123	32	
<input type="checkbox"/>	91 63 55 50	<input type="checkbox"/>	Radar sensor replace		<input type="checkbox"/>	123	20	
<input type="checkbox"/>	91 63 19 50	<input type="checkbox"/>	Radar sensor remove+reinstall		<input type="checkbox"/>	123	20	
<input type="checkbox"/>	91 63 15 00	<input type="checkbox"/>	Radar sensor adjust		<input type="checkbox"/>	123	40	

Release number

Labour %

Material %

Outside labour %

Outside material %

Dealer must refer to VWC-22-04 2WA Claim Type Process.

Goodwill share importer to dealer

Release number

Labour %

Material %

Outside labour %

Outside material %

Total max.

Good will type

After submission, the SAGA percentage reflects VW's responsibility