California Emissions Warranties

Model year 2013

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Afterword

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Warranty

Owner's information

Dear Owner,

This supplement contains the limited California emissions warranties applicable to your new Volkswagen model. Please read these limited warranties carefully to determine your warranty rights and obligations.

Your vehicle is covered by Emissions Limited Warranties mandated by Federal law. If you are a resident of the state of California, Connecticut, Maine, Maryland, New Jersey, New York, Oregon, Rhode Island, Vermont, Washington and the Commonwealths of Massachusetts and Pennsylvania and have purchased a California emissions-equipped vehicle, you may also have rights under both federal and state mandated emissions warranties.

The state of New York has adopted emissions warranty requirements identical to California mandated emissions warranties ONLY for vehicles equipped to meet California's Partial Zero Emission Vehicle or Advanced Technology Partial Zero Emission Vehicle (PZEV or ATPZEV) requirements, as identified on the Vehicle Emission Control Information Label located under the hood. Therefore, the owner of a Volkswagen model equipped to meet California's PZEV or ATPZEV emissions requirements and imported and distributed by Volkswagen for sale and registration in New York may have warranty rights under both Federal and State mandated emissions warranties.

Please consult these warranties whenever a repair to your emission control system is required to determine whether it is covered by warranty. Your satisfaction in understanding the limited warranties that apply to your Volkswagen model is important to us. Any questions concerning warranty coverage should be directed to:

Volkswagen Group of America, Inc.
Customer CARE
3800 Hamlin Road
Auburn Hills, MI 48326
Telephone: 1 (800) 822-8987

If you have a concern or you are not satisfied with the service that you receive from your dealer, we suggest that you discuss it with the Service Manager at your dealership. If it is not resolved through your dealership, you may call or write to the Volkswagen Customer CARE Center.

In the event that your authorized Volkswagen dealer or Volkswagen Customer CARE Representative has been unable to address the concern to your satisfaction, you may take advantage of BBB AUTO LINE, a program administered through the Council of Better Business Bureaus. The BBB AUTO LINE program offers both mediation and arbitration services for the resolution of disputes arising while a vehicle is under warranty. ◁

California Emissions Warranties

Your warranty rights and obligations

California law requires us to provide you with the following Emissions Warranty Statement

The California Air Resources Board is pleased to explain the emission control system warranty on your **model year 2013** vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. Volkswagen must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts including but not limited to the carburetor or fuel-injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exits, Volkswagen will repair your vehicle at no cost to you including diagnosis, parts and labor.

Manufacturer's warranty coverage:

For 3 years or 50,000 miles, whichever occurs first.

If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Volkswagen to ensure that your vehicle passes the inspection. This is your Emission Control System PERFORMANCE WARRANTY.

If any emission-related part on your vehicle is defective, the part will be repaired or replaced by Volkswagen. This is your short-term Emission Control System DEFECTS WARRANTY.

For 7 years or 70,000 miles, whichever occurs first.

If an emission-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Volkswagen. This is your long-term Emission Control System DEFECTS WARRANTY.

For 15 years or 150,000 miles, whichever occurs first.

Some Volkswagen models may be specially equipped to meet California **Partial Zero Emission Vehicle** ("PZEV or ATPZEV") requirements, as identified on the Vehicle Emission Control Information Label located under the hood. For these vehicles, if your Volkswagen model fails a Smog Check inspection, OR if any emission-related part is found to be defective, the part will be repaired or replaced by Volkswagen for 15 years or 150,000 miles, whichever occurs first, from the time of delivery of the vehicle to the original retail purchaser or original lessee. This represents your Emission Control System PERFORMANCE WARRANTY and DEFECTS WARRANTY.

For High-Voltage batteries in Hybrid models equipped to meet PZEV or ATPZEV requirements, this warranty term is 10 years or 150,000 miles, whichever occurs first.

Owner's warranty responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Maintenance booklet. Volkswagen recommends that you retain all receipts covering maintenance on your vehicle, but Volkswagen cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Volkswagen dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Volkswagen may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Volkswagen Group of America, Inc.
Customer CARE
Tel.: 1 (800) 822-8987

or the

California Air Resources Board
P.O. Box 8001
El Monte, CA 91734-2302

California Emissions Control System Defect Warranties

General

For 3 years / 50,000 miles.

Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. (Volkswagen), warrants to the original retail purchaser or original lessee and any subsequent purchaser or lessee that every **model year 2013** Volkswagen vehicle imported by Volkswagen and certified for sale and registered in California:

- was designed, built and equipped so as to conform with all applicable requirements of the California Air Resources Board ("CARB") and
- is free from defects in material and workmanship which cause the vehicle to fail to conform with ARB requirements, including any defect which would cause the vehicle's on-board malfunction indicator to illuminate, for 3 years or 50,000 miles, whichever occurs first.

A warranted part is any part installed on a motor vehicle or motor vehicle engine by the vehicle or engine manufacturer, or installed in a warranty repair, which affects any regulated emission from a motor vehicle or engine which is subject to California emission standards.

The obligation of Volkswagen under this warranty is limited, however, to the following: If within this period a defect in material or workmanship causes the vehicle to fail to conform with California regulations and the vehicle is brought to the workshop of any authorized Volkswagen dealer in the United States, including its territories, the dealer will make repairs as may be required by these regulations free of charge.

These coverages may also be included in the Volkswagen 3 years / 36,000 miles New Vehicle Limited Warranty. ◁

For 7 years / 70,000 Miles Covering Certain Emission System Parts

The following emissions control system parts are covered for 7 years or 70,000 miles, whichever occurs first:

	2.0L MPI	2.0L TFSI	Passat 2.0L TDI	Jetta Models, Beetle Models, and Golf 2.0L TDI	3.0L TDI	3.0L Hybrid	3.6L
AdBlue Active Tank and Dosing Pump Module			X		X		
Battery Energy Control Module						X	
Camshaft adjuster (Intake and Exhaust)		X				X	X
Camshaft adjuster control housing							X
Catalytic converter (All including Diesel particulate filter)(*)	X	X	X	X	X	X	X
Charge Air Cooler			X	X		X	
EGR Cooler (Main and additional)			X	X	X		
EGR Valve and Throttle Control			X	X	X		
Electric Transmission Oil Pump (including Control Module)						X	
Engine Electronic Control Module (*)	X	X	X	X	X	X	X
Exhaust manifold	X	X	X	X	X	X	X
Fuel Distribution Rail					X	X	
Fuel High Pressure Pump			X	X	X		
Fuel Injectors						X	
Fuel Tank	X	X	X	X	X	X	X
High-Voltage Battery						X	
High-Voltage Cables						X	
Hybrid Electric Motor						X	
Hybrid Electric Motor Clutch						X	
Hybrid Electric Motor Clutch Actuator						X	
Intake manifold	X		X		X		X
MIL (Malfunction Indicator Lamp) (*)	X	X	X	X	X	X	X
Power Electronics (inverter and converter)						X	
Supercharger						X	
Throttle Part and Idle Control Valve						X	
Transmission control module		X	X	X	X	X	X
Turbo charger assembly (including Boost Control)		X	X	X	X		

* Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first. ◁

California Emissions Performance Warranty

California maintains a mandatory Smog Check inspection (a State Inspection and Maintenance program), requiring motor vehicles to be tested at regular intervals. If your vehicle fails to pass a Smog Check inspection performed by a Licensed Smog Check inspection station pursuant to the California Smog Check inspection program within 3 years or 50,000 miles, whichever occurs first, any authorized Volkswagen dealer in the United States, including its territories, will perform free of charge any repairs necessary for the vehicle to pass the smog test.

After the 3 year / 50,000 miles performance warranty has expired, a Smog Check inspection failure due to a defect in a part which is warranted for 7 years / 70,000 miles, whichever occurs first, is covered. These repairs include diagnosis, parts, and labor.

For 15 years or 150,000 miles, whichever occurs first.

Some Volkswagen models may be specially equipped to meet California **Partial Zero Emission Vehicle (** “PZEV or ATPZEV”) requirements, as identified on the Vehicle Emission Control Information Label located under the hood. For these vehicles, if your Volkswagen model fails a Smog Check inspection, OR if any emission-related part is found to be defective, the part will be repaired or replaced by Volkswagen for 15 years or 150,000 miles, whichever occurs first, from the time of delivery of the vehicle to the original retail purchaser or original lessee. This represents your Emission Control System PERFORMANCE WARRANTY and DEFECTS WARRANTY.

For High-Voltage batteries in Hybrid models equipped to meet PZEV or ATPZEV requirements, this warranty term is 10 years or 150,000 miles, whichever occurs first. ◁

Performance Warranty claim approval

You may raise a claim under this warranty immediately after your vehicle has failed a California I/M test if, as a result of that failure, you are required by law to repair the vehicle to avoid imposition of a penalty or cancellation of your right to use the vehicle. You need not actually suffer the loss or lose the right to use your vehicle or pay for the repair before presenting your claim.

Claims may be presented only by bringing your vehicle to any authorized Volkswagen dealer in the United States, including its territories. The dealer will honor or deny your claim within a reasonable time, not to exceed thirty (30) days, from the time at which your vehicle is presented for repair or within any time period specified by local, state or federal law, whichever is shorter, except when a delay is caused by events not attributable to Volkswagen or the dealer. If the dealer denies your claim, you will be notified in writing of the reasons for rejecting the claim. If you do not receive notice of denial of your claim within the above time period, Volkswagen is required by law to honor the claim.

Under certain circumstances, your claim may be denied because you have failed to comply with instructions for scheduled maintenance contained in your Volkswagen Maintenance booklet. In determining whether you have complied with the instructions for scheduled maintenance and proper use, Volkswagen may require you to furnish proof of compliance only with those maintenance instructions which Volkswagen has reason to believe were not performed and which could be the cause of the Smog Check inspection failure.

Volkswagen may deny an emission performance warranty claim on the basis that a replacement part not certified by the EPA was used in the maintenance or repair of the vehicle if Volkswagen can prove that the non-certified part is either defective in materials or workmanship, or not equivalent from an emission standpoint to the original part, and you are not able to offer information that the part is either not defective or equivalent to the original part with respect to its emission performance.

Volkswagen will not deny a claim relating to: ▶

- warranty work or pre-delivery service performed by an authorized Volkswagen dealer, or
- work performed in an emergency to rectify an unsafe condition attributable to Volkswagen, provided you have taken steps in a timely manner to put the vehicle back into a conforming condition, or
- the use of an uncertified part or to noncompliance with the instructions for proper maintenance and use, which is not related to the Smog Check inspection failure ◁

Additional Information About Your California Emissions Warranties

Warranty period

The warranty period begins on the date the vehicle is delivered to the original retail purchaser or original lessee, and any subsequent purchaser or lessee or, if the vehicle is first placed in service as a "demonstrator" or "company" car prior to delivery, on the date it is first placed in service.

Proper maintenance and use.

Instructions for proper maintenance are contained in the maintenance section of this booklet. Time and mileage intervals at which maintenance is to be performed, may vary from model to model.

Volkswagen recommends you keep a record of scheduled maintenance performed by having your maintenance booklet validated at the approximate time or mileage intervals by an authorized Volkswagen dealer, and that you provide these records to the new owner whenever you sell the vehicle.

Failure to maintain your vehicle according to the instruction for proper maintenance may cause the vehicle to exceed applicable emissions standards and could result in denial of warranty coverage. However, Volkswagen will not deny a warranty claim solely on the basis of your failure to maintain the vehicle according to the instructions or failure to keep a record of maintenance.

Instructions for proper use of the vehicle are contained in your Volkswagen Owner's Manual.

Use of Genuine Volkswagen Parts.

Volkswagen recommends that Genuine Volkswagen parts be used as replacement parts for the maintenance, repair or replacement of emission control systems. Use of replacement parts which are not equivalent to Genuine Volkswagen parts in emission performance and durability may impair the effectiveness of emission control systems. Although use of parts other than Genuine Volkswagen parts does not invalidate these warranties, Volkswagen assumes no liability under these warranties for failure of such parts and damage to other parts caused by such failure

Maintenance and repairs performed by independent service shops.

Without invalidating these warranties, you may choose to have maintenance, repair or replacement of emission control components performed by any automotive service establishment or individual qualified to perform such services. However, the cost of such services is not covered by these warranties except in emergencies. If the independent service establishment finds a warrantable defect, you may deliver the vehicle to an authorized Volkswagen dealer and have the defect corrected free of charge. **Volkswagen will not be liable for any expenses which you have incurred at the independent service establishment, except for emergency repairs.** See "Emergency Repairs" for further details.

Parts not scheduled for inspection or replacement.

Any part, which is not scheduled for inspection or replacement at maintenance intervals specified in the Volkswagen Maintenance booklet, is covered by this warranty for the full warranty period. Any such parts repaired or replaced under warranty are warranted for the remaining warranty period.

Scheduled part inspection or replacement.

A part scheduled only for inspection in accordance with Volkswagen's instructions or required scheduled maintenance is covered for the duration of these warranties. ▶

A part installed in accordance with Volkswagen's instructions or required scheduled maintenance is warranted until the next scheduled replacement interval for the duration of these warranties.

Damage to non-warranty parts.

If failure of a warranted part causes damage to a part not covered by warranty, the non-warranted part will also be replaced free of charge.

Warranty repairs while traveling in Canada.

Warranty repairs while traveling in Canada should be performed by an authorized Volkswagen dealer. If your Volkswagen model is within the United States California Emissions Warranties, Canadian dealers can submit a warranty claim. Proof of United States residence is required. If the Canadian dealer cannot submit your warranty claim, you may be asked to pay for the repair. On your return to the United States, please present the invoice to your United States Volkswagen dealer, who will submit a claim on your behalf and obtain reimbursement for you.

Emergency repairs.

Emergency repairs performed by a non-Volkswagen service facility will be reimbursed if the repair work was needed and correctly performed, and it was impossible or unreasonable under the circumstances to tow or drive your Volkswagen model the nearest authorized Volkswagen dealer. The maximum reimbursement allowable is an amount equal to the cost if your authorized Volkswagen dealer had completed the repair(s). Reimbursement will be considered when you submit the following items to your authorized Volkswagen dealer:

- A statement explaining the circumstances that prevented you from getting to an authorized Volkswagen dealer,
- Paid receipt(s),
- Repair order(s), and
- Part(s) removed from your Volkswagen model

Damage caused by tampering, use of improper fuel, abuse, neglect and improper maintenance.

These limited warranties do not cover any damage to the vehicle caused by tampering with emission controls, use of fuel containing lead, or fuel not meeting the specifications set forth in the Owner's Manual, and abuse, neglect or improper maintenance of the vehicle. Diagnosis and repair of such damage are at the expense of the owner.

Implied warranties.

Any implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the stated period of these written warranties.

Incidental and consequential damages.

These limited warranties do not cover any incidental or consequential damages, including but not limited to loss of resale value, lost profits or earnings, and out-of-pocket expenses for substitute transportation or lodging.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Notice

In the event you have not received the services promised in these warranties, please follow the procedures described in the warranty and maintenance booklet under the title "Customer CARE". ◁

Consumer Protection Information

BBB AUTO LINE Dispute Resolution

Informal dispute mechanism

If your authorized Volkswagen dealer or Volkswagen Customer CARE Representative has been unable to satisfactorily address your concern, Volkswagen offers additional assistance through BBB AUTO LINE, a dispute resolution program administered by the Council of Better Business Bureaus.

The BBB AUTO LINE program is free of charge to you but there are some vehicle age and mileage limitations, so please call BBB AUTO LINE for more details:

Tel.: **1 (800) 955-5100**

If you call BBB AUTO LINE, please be prepared to provide the following information:

- Your name and address
- The Vehicle Identification Number (VIN)
- The make, model, and model year of your vehicle
- The delivery date and current mileage of your vehicle
- A description of the concern with your vehicle

The BBB AUTO LINE program consists of two parts: mediation and arbitration. Mediation means that BBB staff will facilitate negotiations between the parties in an effort to bring your claim to a mutually acceptable resolution. If you do not agree with the mediated solution, you may request an arbitration hearing.

Arbitration is a process by which an impartial person makes a decision on your claim. The arbitrators are not connected with the automobile industry and serve on a voluntary basis. You may attend the hearing in person, bring witnesses, and give supporting evidence. Instead of appearing in person, you may request a written or even a telephone arbitration hearing. The BBB shall make every effort to obtain a final resolution of your claim within 5 business days of the hearing (that is, within 40 days of when your claim was filed), unless state or Federal law provides otherwise. You then have the opportunity to accept or reject the decision.

- If you accept the decision, the manufacturer will be bound by the decision and will be required to fulfill its obligation within the timeframe specified by the arbitrator.
- If you reject the decision, you are free to pursue other legal remedies available under state or federal law, and the manufacturer will not be required to comply with any part of the decision. ◁

State-Specific Warranty Enforcement Laws

Local laws

Each state has enacted warranty enforcement laws (commonly referred to as “lemon laws” that permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. Although the provisions of these laws vary from state to state, their intent is to provide owners with certain rights if they experience significant service-related difficulties with their new vehicle.

IMPORTANT NOTICE: To the extent allowed by each state's law, Volkswagen requires that the owner first send written notification to Volkswagen explaining the nonconformity that the owner has experienced with the vehicle, and to allow Volkswagen the opportunity to make any needed repairs before the owner pursues other remedies provided by that state's law (in all other states where not specifically required by state law, Volkswagen requests that the owner provide the written notification). The owner should send written notification to:

Volkswagen Group of America, Inc.
Customer CARE
3800 Hamlin Road
Auburn Hills, MI 48326
Telephone: 1 (800) 822-8987

IMPORTANT NOTICE: Depending on the state's law, the owner may also be required to submit their complaint to BBB AUTO LINE before seeking other ▶

remedies. Please refer to the BBB AUTO LINE Dispute Resolution section of this booklet for more information about the BBB AUTO LINE dispute resolution program.

Because each state has enacted specific provisions as part of its lemon law, owners are advised to research and follow the laws in their state. ◁

NOTICE TO CALIFORNIA PURCHASERS

Volkswagen participates in BBB AUTO LINE, a mediation/arbitration program administered by the Council of Better Business Bureaus (3033 Wilson Blvd., Suite 600, Arlington, VA 22201). BBB AUTO LINE and Volkswagen have been certified by the Arbitration Certification Program of the California Department of Consumer Affairs.

If you have a problem arising under any Volkswagen written warranty, we request that you bring it Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. Claims must be filed with BBB AUTO LINE within six (6) months after the expiration of the warranty.

To file a claim with BBB AUTO LINE, call:

Tel.: **1 (800) 955-5100**

There is no charge for the call.

In order to file a claim with BBB AUTO LINE, you will have to provide your name and address, the brand name and Vehicle Identification Number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of Volkswagen or one of our dealers, and a statement of the relief you are seeking.

BBB AUTO LINE staff may try to help resolve your dispute through mediation. If mediation is not successful, or if you do not wish to participate in mediation, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed; there may be a delay of 7 days if you did not first contact Volkswagen about your problem, or a delay of up to 30 days if the arbitrator requests an inspection/report by an impartial technical expert or further investigation and report by BBB AUTO LINE.

You are required to use BBB AUTO LINE before asserting in court any rights or remedies conferred by California Civil Code Section 1793.22. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other state or Federal law.

California Civil Code Section 1793.2(d) requires that, if Volkswagen or its representative is unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, Volkswagen may be required to replace or repurchase the vehicle. California Civil Code Section 1793.22(b) creates a presumption that Volkswagen has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity (a failure to conform to the written warranty that substantially impairs the use, value, or safety of the vehicle) results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by Volkswagen or its agents AND the buyer or lessee has directly notified Volkswagen of the need for the repair of the nonconformity; OR
- The same nonconformity has been subject to repair 4 or more times by Volkswagen or its agents AND the buyer has notified Volkswagen of the need for the repair of the nonconformity; OR
- The vehicle is out of service by reason of the repair of non-conformities by Volkswagen or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

NOTICE TO VOLKSWAGEN AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

Volkswagen Group of America, Inc.
Customer CARE
3800 Hamlin Road
Auburn Hills, MI 48326
Telephone: 1 (800) 822-8987

The following remedies may be sought in BBB AUTO LINE: repairs, reimbursement for money paid to repair a vehicle or other expenses incurred as a result of a vehicle nonconformity, repurchase or replacement of your vehicle, and compensation for damages and remedies available under Volkswagen's written warranty or applicable law. ▶

The following remedies may not be sought in BBB AUTO LINE: punitive or multiple damages, attorney fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).

You may reject the decision issued by a BBB AUTO LINE arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.

If you accept the arbitrator's decision, Volkswagen will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.

Please call BBB AUTO LINE for further details about the program. ◁