



California Emissions Warranties

Model year 2020
All Model

California Emissions Warranties:
Edition: 06.2019
English USA: 06.2019
Part #: 20VWCAEMWAR232



Afterword

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Printed in The United States

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General Warranty information

General Warranty Information

This document is a supplement to the **model year 2020 USA Warranty and Maintenance Booklet**. It contains information relative to the State of California Emissions Warranties. Please review this supplemental warranty information as well as the warranty information detailed in the model year 2020 USA Warranty and Maintenance Booklet.

The Emissions Warranties set out on the following pages are warranties which the manufacturer is required by law to furnish to you at the time you take delivery of your new vehicle. These coverages may also be included in the Volkswagen 4 years or 50,000 miles, whichever occurs first, New Vehicle Limited Warranty.

The warranties required by Federal laws apply to all new Volkswagen vehicles imported and distributed by Volkswagen of America, Inc., an operating unit of Volkswagen Group of America, Inc. ("Volkswagen") for sale in the United States, including its territories. The warranties required by the State of California law apply to all new Volkswagen vehicles imported and distributed by Volkswagen for sale and registration in the following states:

- California
- Connecticut
- Delaware
- Maine
- Maryland
- New Jersey
- New York
- Oregon
- Rhode Island
- Vermont
- Washington (state)
- Commonwealth of Massachusetts
- Commonwealth of Pennsylvania

Therefore, the owner of an above mentioned vehicle may have warranty rights under both Federal and State mandated emissions warranties.

Please read these warranties carefully. If you have any questions concerning the applicability of each warranty to your vehicle or want to know whether a particular repair will be performed free of charge pursuant to these warranties, please see your local Volkswagen dealership. Should

you need help finding a dealer near you, feel free to reach out to Volkswagen Customer CARE using your preferred method of communication at:

www.vw.com/contact

If you prefer to write, send your correspondence to the following address:

**Volkswagen Group of America, Inc.
Customer CARE
3800 Hamlin Road
Auburn Hills, MI 48326**

You can also reach us by phone:

Tel.: **1 (800) 822-8987**

Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus. If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. To file a claim with BBB AUTO LINE, call 1-800-955-5100. There is no charge for the call. You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other State or Federal law. You may also be required to use the BBB AUTO LINE procedure before pursuing legal remedies under your state lemon law. Further information on the BBB AUTO LINE can be found in the "Independent Dispute Resolution Program" section of this supplement.



California Emissions Control System Warranties

Warranty Statement

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

Your warranty rights and obligations

The California Air Resources Board is pleased to explain the emission control system warranty on your **model year 2020** 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 such as the 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 exists, 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 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.

Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in the Maintenance section of the model year 2020 USA Warranty and 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 an authorized 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 Customer Care using our toll-free number: Tel.: **1 (800) 822-8987**

or write to the California Air Resources Board at:

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

Your California Emissions Control System Warranties

Short-term Emissions Defects Warranty

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 2020** Volkswagen vehicle imported by Volkswagen and certified for sale and registered in a California Emissions State:

- 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 CARB 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 4 years or 50,000 miles, whichever occurs first, New Vehicle Limited Warranty.

Your authorized Volkswagen dealer can tell you which parts of your vehicle are considered emissions-related and subject to special warranty coverage. ▶

Long-term Emissions Defects Warranty

For 7 years / 70,000 Miles (or whichever occurs first) covering Certain Emission Systems Parts

Vehicle Carline	Golf	Jetta
Component	1.4L	1.4L
Intake Manifold	X	X
Turbocharger Assembly	X	X
Charge Air Cooler	X	X
Engine Thermostat	X	X
Fuel Pump (within tank) FWD	X	X
Fuel Pump High Pressure	X	X
Injector	X	X
Camshaft Adjuster Intake	X	X
Camshaft Adjuster Exhaust	X	X
EVAP Carbon Canister	X	X
EVAP Leak Detection Pump	X	X
Secondary Air Injection Pump	X	X
Secondary Air Injection Control Valve	X	X
Catalytic Converter 2x*	X	X
Fuel Tank	X	X
Exhaust Manifold	X	X
Instrument Cluster	X	X

*Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first, from the vehicle's in-service date

Part(s) & labor associated with the above components necessary for replacement, including: Hoses; gaskets, seals; wires, harnesses, connectors; nuts, bolts, screws, fasteners are covered

Vehicle Carline	Arteon	Atlas	Atlas Cross Sport
Component	2.0L	2.0L	2.0L
A/C Compressor	X	X	X
A/C Condenser	X	X	X
A/C Evap w/Expansion Valve	X	X	X
ABS Control Unit	X	X	X
Camshaft (Inlet and Outlet)	X	X	X
Catalytic Converter*	X	X	X
Charge Air Cooler	X	X	X
Check Engine Light (MIL) / On-Board Diagnostic Device (OBD)	X	X	X
Cylinder Head Cover w/Camshaft	X	X	X
Engine Electronic Control Module (ECM)*	X	X	X
Exhaust Manifold w/Turbocharger	X	X	X
Fuel Tank	X	X	X
Intake Manifold	X	X	X
Throttle Part and Idle Control Valve	X	X	X
Timing Chain & Housing Cover	X	X	X
Transmission Control Module (TCM)*	X	X	X

*Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first, from the vehicle's in-service date

Part(s) & labor associated with the above components necessary for replacement, including: Hoses; gaskets, seals; wires, harnesses, connectors; nuts, bolts, screws, fasteners are covered

Vehicle Carline	GTI	Jetta GLI
Component	2.0L	2.0L
Camshaft Adjuster Control Housing	X	X
Camshaft Position Sensor	X	
Charge Air Cooler	X	X
Catalytic Converter 2x*	X	X
Engine Thermostat	X	X
EVAP Carbon Canister	X	X
EVAP Leak Detection Pump	X	X
Exhaust Manifold	X	X
Fuel Pump High Pressure	X	X
Fuel Pump (within tank) FWD	X	X
Fuel Tank	X	X
Injector	X	X

Vehicle Carline	GTI	Jetta GLI
Component	2.0L	2.0L
Instrument Cluster	X	X
Intake Air Cleaner (assembly)	X	X
Intake Manifold	X	X
Knock Sensor	X	X
Secondary Air Injection Control Valve	X	X
Secondary Air Injection Pump	X	X
Turbocharger Assembly	X	X

*Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first, from the vehicle's in-service date

Part(s) & labor associated with the above components necessary for replacement, including: Hoses; gaskets, seals; wires, harnesses, connectors; nuts, bolts, screws, fasteners are covered

Vehicle Carline	Passat
Component	2.0L
Activated Charcoal Filter	X
Camshaft Adjuster Control Housing	X
Camshaft Position Sensor	X
Catalyst Assembly (left/right)*	X
Charge Air Cooler	X
Engine Thermostat	X
Fuel Pump High Pressure	X
Fuel Pump (within tank) FWD	X
Fuel Tank	X
Injector	X
Instrument Cluster	X
Intake Air Cleaner (assembly)	X
Intake Manifold	X
Knock Sensor	X
Secondary Air Injection Control Valve	X
Secondary Air Injection Pump	X
Turbocharger Assembly	X
Warm up Catalytic Converter 2x*	X

*Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first, from the vehicle's in-service date

Part(s) & labor associated with the above components necessary for replacement, including: Hoses; gaskets, seals; wires, harnesses, connectors; nuts, bolts, screws, fasteners are covered

Vehicle Carline	Tiguan
Component	2.0L
Camshaft Adjuster Control Housing	X
Camshaft Position Sensor	X
Charge Air Cooler	X
Catalytic Converter 2x*	X
Engine Thermostat	X
EVAP Carbon Canister	X
EVAP Leak Detection Pump	X
Fuel Pressure Sensor (high pressure)	X
Fuel Pump High Pressure	X
Fuel Pump (within tank) FWD	X
Fuel Tank	X
Injector	X
Instrument Cluster	X
Intake Air Cleaner (assembly)	X
Intake Manifold	X
Knock Sensor	X
Mass Air Flow Sensor (intake air sens ncl)	X
Secondary Air Injection Control Valve	X
Secondary Air Injection Pump	X
Turbocharger Assembly	X

*Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first, from the vehicle's in-service date

Part(s) & labor associated with the above components necessary for replacement, including: Hoses; gaskets, seals; wires, harnesses, connectors; nuts, bolts, screws, fasteners are covered



Vehicle Carline	Atlas	Atlas Cross Sport
Component	3.6L	3.6L
Camshaft Adjuster Control Housing	X	X
Camshaft Adjuster exhaust	X	X
Camshaft Adjuster intake	X	X
Catalytic Converter 2x*	X	X
EVAP Carbon Canister	X	X
EVAP Leak Detection Pump	X	X
Exhaust Manifold	X	X
Front oxygen sensors left / right	X	X
Fuel Pump (within tank) FWD	X	X
Fuel Tank	X	X
Injector	X	X
Instrument Cluster	X	X
Intake Air Cleaner (assembly)	X	X
Intake Manifold	X	X
Rear oxygen sensors left / right	X	X

*Also covered by the Federal Emissions Warranty for 8 years or 80,000 miles, whichever occurs first, from the vehicle's in-service date

Part(s) & labor associated with the above components necessary for replacement, including: Hoses; gaskets, seals; wires, harnesses, connectors; nuts, bolts, screws, fasteners are covered

California Emissions Performance Warranty

California maintains a mandatory Smog Check inspection (a State Inspection and Maintenance program), requiring the emission control system of 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, 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 Check inspection for 3 years or 50,000 miles, whichever occurs first, from the date the vehicle is delivered to either the original purchaser or the original lessee; or if the vehicle is first placed in service as a “demonstrator” or “company” car, on the date such vehicle is first placed in service.

These PERFORMANCE WARRANTY repairs include diagnosis, parts, and labor.

Performance Warranty Claim Approval

You may raise a claim under this warranty immediately after your vehicle has failed a Smog Check inspection 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 the Maintenance section of the model year 2020 USA Warranty and 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 non-EPA certified replacement part 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
- 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
- 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 either the original purchaser or the original lessee; or if the vehicle is first placed in service as a "demonstrator" or "company" car, on the date such vehicle is first placed in service.

Proper maintenance and use

Instructions for proper maintenance are contained in the Maintenance section of the model year 2020 USA Warranty and Maintenance 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 the Maintenance section of the model year 2020 USA Warranty and 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 instructions 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 Volkswagen Genuine Parts

Volkswagen recommends that Volkswagen Genuine 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 Volkswagen Genuine Parts in emission performance and durability may impair the effectiveness of emission control systems. Although use of parts other than Volkswagen Genuine 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 Maintenance section of the model year 2020 USA Warranty and 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.

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 to 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 all of 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)
- Part(s) removed from your Volkswagen

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

These 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 warranties do not cover any incidental or consequential damages, such as 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.



In the event you have not received the services promised in these warranties, please follow the procedures described in the model year 2020 USA Warranty and Maintenance Booklet.



Independent Dispute Resolution Program

Independent dispute mechanism

Volkswagen participates in BBB AUTO LINE, an arbitration program administered by the Council of Better Business Bureaus (3033 Wilson Boulevard, Suite 600, Arlington, Virginia 22201).

If you have a problem arising under any Volkswagen written warranty, we request that you bring it to Volkswagen's attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. You are required to use the BBB AUTO LINE program before asserting in court any presumption set forth in California Civil Code Section 1793.22, and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other State or Federal law. Depending on individual State laws, you may or may not be required to use BBB AUTO LINE before pursuing rights and remedies under your State's lemon law. 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.

To file a claim with BBB AUTO LINE, call:

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 is an arbitration program. However, the 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 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. Please refer to the program materials for VW's independent dispute resolution program for the specific steps and timeframes followed by the program. 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 time frame 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 you first send written notification to Volkswagen explaining the nonconformity that you have experienced with the vehicle, and to allow Volkswagen the opportunity to make any needed repairs before you pursue other remedies provided by that state’s law (in all other states where not specifically required by state law, Volkswagen requests that you provide the written notification).

Send written notification to:

Volkswagen Group of America, Inc.

Customer Resolution & Retention

3800 Hamlin Road

Auburn Hills, MI 48326

IMPORTANT NOTICE: Depending on the state’s law, you may also be required to submit your complaint to BBB AUTO LINE before seeking other remedies. Please refer to the information under the title “Independent dispute mechanism” in this booklet for more information about VW’s independent dispute resolution program.

Because each state has enacted specific provisions as part of its lemon law, Volkswagen suggests that you research and follow the laws in your state.



NOTICE TO CALIFORNIA PURCHASERS

Volkswagen participates in BBB AUTO LINE, an 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 a Volkswagen written warranty, we request that you bring it to our 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. If they are not successful, or if you are not satisfied, 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 presumption set forth by California Civil Code Section 1793.22 and before pursuing any legal remedy under 15 U.S.C. 2310(d) with respect to the New Vehicle Limited Warranty. 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 BY THIS SECTION SHALL BE SENT TO THE FOLLOWING ADDRESS:

**Volkswagen Group of America, Inc.
Customer Resolution & Retention
3800 Hamlin Road
Auburn Hills, MI 48326**

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.

