

TOYOTA TRUE WARRANTY - TERMS & CONDITIONS

The following terms and conditions related to Toyota True Warranty Plan read with Toyota True Warranty Certificate cum Invoice ("Service Certificate") to cover all Vehicle parts provide rights, obligations, benefits and limitations provided therein.

I. Definitions:

Authorised Dealer	means a Manufacturer authorised or approved Toyota dealers and/or repairers;
Breakdown	means an electric, electronic or mechanical fault causing a complete failure of the Vehicle parts covered during the term provided under the Toyota True Warranty Certificate;
Invoice	means the original purchase invoice for the Vehicle issued by the Authorised Dealer;
Manufacturer/Toyota	means Toyota Kirloskar Motor Pvt. Ltd, who is the original manufacturer of the Vehicle;
Manufacturer's Warranty	means the original Vehicle's warranty provided by the Manufacturer which commences on the date of purchase of the Vehicle;
Original Invoice Value	means the original current purchase value of the defective parts of the Vehicle excluding any other cost, charge, taxes and amount mentioned on the invoice issued by the Authorised Dealer
Program Manager	means Assurant Automotive Warranty Solutions (India) Private Limited (Assurant Automotive India)
Service Request	means any request by You under Toyota True Warranty for availing benefit for Vehicle;
Service Term	means the specified term within which Toyota True Warranty Plan is valid, the details of which is provided in the Service Certificate;
Territory	means India;
Vehicle	means the specified Vehicle covered under Toyota True Warranty Plan details of which is provided in the Service Certificate.
Vehicle Delivery Date	means the original delivery date of the Vehicle to You.
We, Us or Our Working Day	means Toyota Kirloskar Motor Private Limited; means any day other than a Saturday or Sunday or a public or bank holiday in India.
You or Your	means buyer including his/her legal representatives of Toyota True Warranty Plan;

II. Overview of Toyota True Warranty Plan:

- We under the Toyota True Warranty Plan provide warranty extension of the Manufacturer's Warranty Toyota Vehicle except but not limited to tyres, batteries and items listed under the caption "Limitation" and "Exclusions" of these Terms and Conditions.
- Toyota True Warranty Plan shall be administered by the Program Manager on behalf of Us.
- Any benefit under Toyota True Warranty Plan shall only commence after expiry of applicable Manufacturer's Warranty period for the Vehicle.
- The Service Certificate shall be read and construed in accordance with Toyota True Warranty -Terms and Conditions and in the event of any dispute, Toyota True Warranty – Terms and Conditions will supersede the Service Certificate.

III. Eligibility of the Product:

The Vehicle, for whom Toyota True Warranty Plan has been purchased shall only be eligible for benefits if it fulfils all the following conditions:

- The Vehicle must be registered in India for Private & Commercial [viz. taxi registered] use only.
- The Vehicle should be less than three (3) years old since first date of registration in India and with less than 1,00,000 kilometres on the odometer.
- The Vehicle was first registered in the Territory and continues to be registered in the Territory.
- The Vehicle must not be modified outside Manufacturer's specification.
- The Vehicle must not be used for racing, rallies, pace making, reliability trials, speed hill climbing or off road use; and
- The Vehicle must not be used contrary to category of licence or registration granted to the Vehicle in any manner whatsoever.

VI. Service Term:

- The benefits of Toyota True Warranty Plan begin when the Manufacturer's Warranty expires and ends upon expiry of the Service Term

IV. Broad Scope of the Services provided under Toyota True Warranty Plan:

- Toyota True Warranty Plan applies to the Vehicle purchased for specified private or commercial use only. Subject to the terms and conditions of Toyota True Warranty Plan, we agree that if during the Service Term, Breakdown of Vehicle part or component happens, We may elect to repair or, replace such part of the Vehicle. The benefits under Toyota True Warranty Plan will be provided on cashless basis only.
- We would also like to assure You that the You may intimate Your Service Request under Toyota True Warranty Plan at any Authorised Dealer across India without any hassle.
- The maximum liability covered by Us during the Service Term is limited to the Original Invoice Value post deducting the standard charges and depreciation applicable on the Vehicle as on the date of the Service Request
- Toyota True Warranty Plan provides benefits only to the extent it is not provided by any other service plan, warranty or insurance policy that covers the Vehicle. You must first exercise Your rights under any such products before making a Service Request under the Toyota True Warranty Plan.
- The services committed under Toyota True warranty Plan shall be similar to the service available to You during the Manufacturer's Warranty. Notwithstanding anything contrary contained in Toyota True Warranty Plan, any defect (of any nature whatsoever) which is excluded under the Manufacturer's Warranty shall not be covered under Toyota True Warranty Plan.
- The defective parts of the Vehicle which is replaced under Toyota True Warranty Plan shall become the absolute property of the Program Manager without any cost or consequences to the Program Manager.

V. Scope of Benefits under Toyota True warranty Plan:

a. Scope of Benefits:

Toyota True Warranty Plan covers all parts and components of Vehicle except but not limited to tyres, batteries and those Items listed under the caption "Limitation" and "Exclusions" of these Terms and Conditions. The maximum liability covered by Us during the Service Term is limited to the Original Invoice Value post deducting the standard charges and depreciation applicable on the Vehicle as on the date of the Service Request.

b. Limitation: Following shall be treated as limitation on the benefits provided under Toyota True Warranty Plan:

- Tyres, battery, refrigerant, lubricants, parts made of rubber [except timing belt]
- Any additional accessories or equipment installed, which was not the part of the original Vehicle fitment of the Manufacturer at the time of new Vehicle delivery.
- Any parts and labor costs incurred in connection with required or recommended maintenance service, as outlined in the maintenance section of owner's manual, provided with the Vehicle.
- Normal maintenance service such as engine tune-up, cleaning and polishing ,wheel balancing and alignment, headlight aiming, replacement of filters, windshield wiper inserts, key fob batteries, wiper blades, gasket (other than cylinder head gasket), light bulbs (except HID/LED) and lamps, spark plugs (except platinum & iridium tip) distributor points, drive belts, lubricants and coolant, brake linings, brake pads, brake shoes, brake discs, clutch disc/pressure plate, brushes, remote key batteries, lenses, glasses, cable (accelerator/hand brake), timing chain pads, mountings (including engine mounting), high tension cords, rubber parts & seals, seat cushion, color discoloration, body parts, interior parts or peel off, seat covers, deformation fuses and relay items.
- Damage or failures resulting from misuse or overloading outside the recommendations in Your owner's manual, towing without suitable equipment (as recommended by Toyota), accident, theft or fire. Any problem caused by the use of contaminated or incorrect types and grades of fuel, oil or lubricants. Lack of performance of proper maintenance services as outlined in the maintenance section of the owner's manual provided with the Vehicle. Use of non-genuine Toyota parts & related components. Alteration, tempering or improper repair. Glass breakage & glass items. Normal wear or tear, including dents, chips or scratches. Stone chipping, chemical fallout (acid rain), tree sap, salt, hail, wind/sandstorm, lighting, flood or other environmental conditions (rusting) or natural calamity & chocking. Repairs not performed by an Authorized Dealer.
- Normal deterioration of trim, paint or other appearance items, body work, water ingress and corrosion.
- The parts which are mentioned in scheduled maintenance, cosmetic damage and normal noise and vibration.
- Any Vehicle on which the odometer reading has been changed so that mileage cannot be readily determined or where the odometer reading cannot be otherwise accurately determined.
- Incidental or consequential damages such as loss of use of the Vehicle, inconvenience or commercial loss.
- Service requests where the fault causing the mechanical breakdown was diagnosed prior to the expiry of the Manufacturer's Warranty period but the repair was deferred to or carried out during the Service Term.
- Failure caused by neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle, once a defect or failure or fault has occurred.

(vii) We reserves the right to make any change in design or make any improvement to the Vehicle at any time without any obligation to make the same change on the Vehicles previously sold.

B. Toyota True Warranty Plan commences from the date of purchase of the Vehicle and ends at the time of expiry of the Vehicle or the expiry of the Service Certificate. C. No consideration is refunded when Toyota True Warranty Plan ends due to any reason whatsoever. VII. Service Exclusions under the Toyota True Warranty Plan: (i) Toyota True Warranty will not apply to Vehicles used at any time for delivery, couriering, delivery vehicles, driving schools or other tuition for reward, emergency services, any kind of timed competitions or racing, rallies, pace making, reliability trials, speed or hill climbing or off-road use. (ii) Toyota True Warranty will not apply should the Vehicle be used for any purpose for which it is not licensed, or for which it was not originally purchased. (iii) No liability will be accepted for damage caused by lack of servicing, neglect, abuse or the continued use of the Vehicle after any fault has become evident, or for the consequential loss of a part not covered by Toyota True Warranty Plan. (iv) Toyota True Warranty will not apply to any Vehicle on which the odometer reading has been changed so that mileage cannot be readily determined or where the odometer reading cannot be otherwise accurately determined. (v) Incidental or consequential damages such as loss of use of the Vehicle, inconvenience will not be provided under Toyota True Warranty Plan. (vi) Service Requests will not be entertained where the fault causing the mechanical Breakdown was diagnosed prior to the expiry of the Manufacturer's Warranty period but the repair was deferred to or not carried out before commencement of Toyota True Warranty Plan. (vii) Service Requests will not be entertained if the failure caused by neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle, once a defect or failure or fault has occurred (viii) No liability will be accepted for any damage caused by war, civil war rebellion, invasion, insurrection, hostilities, confiscation, nationalization or loss resulting from order of government or local authority, ionizing radiation or contamination by radioactivity. (ix) At its sole discretion, Assurant Automotive India shall reserve the right to provide the product to each customer depending upon the overall condition of the Vehicle. (x) There will be some instances where repair cannot be authorized until the failed component has been dismantled from vehicle. In these cases, Customer authorization is required to dismantle the failed or related component from the vehicle for proper diagnosis prior to commencing any repair/replacement, provided that the problem is covered under the Extended warranty plan will be authorised. In some instances where the problem is not covered under Extended warranty plan, customer is responsible for all the cost associated with dismantling and /or repairing the relevant failed component in the vehicle. VIII. Additional Conditions Governing Service Request: In the event of failure, You must: (i) immediately take all steps necessary to minimize the extent of loss. (ii) Depending on whether the Vehicle is in a condition to be driven, you shall drive it or have it towed without delay, to the nearest Authorised Dealer for repair. You must notify the Authorised Dealer about the Toyota True Warranty Plan and provide Service Certificate details. (iii) Authorised Dealer will establish the cause of failure and if eligible, needed parts replacement and labour will be done free of cost under Toyota True Warranty Plan. (iv) A reasonable time to complete the repairs must be allowed after the Vehicle is reported to the Authorized Dealer. (v) You are responsible for paying for any other work that You ask the Authorised Dealer to carry out and which is not included in the Toyota True Warranty Plan. IX. Miscellaneous Conditions: (i) Where the Certificate Date of Your Toyota True Warranty Service Certificate is within 15 days of expiry of Manufacturer's Warranty, then no Service Request will be honoured for first fifteen (15) days following the Service Certificate date. (ii) The repair and replacement services under Toyota True Warranty Plan shall be provided only by Authorized Dealers. Authorised Dealer is responsible for workmanship of services provided under the Toyota True Warranty Plan. (iii) Assurant Automotive India reserves the right for the final decision on all warranty matters including any Service Requests. This Toyota True Warranty Plan has no surrender value, no refund of consideration is available, and it cannot be transferred to another vehicle. (iv) There will be some instances where repair cannot be authorized until the Vehicle has been dismantled. In these cases, We will need Your authorization to dismantle the Vehicle for proper diagnose prior to commencing any repairs provided that the problem is covered by this Plan. You will be responsible for all the cost associated with dismantling and repairing the Vehicle (v) The period of Toyota True Warranty is as per the plan selected by You. However, in case the Vehicle is driven more than subscription km (as per the plan selected), this Toyota True Warranty Plan will lapse. (vi) No Authorised Dealer or its or agent or employee is authorized to extend or enlarge this Toyota True Warranty Plan and no Authorised Dealer or its or his agent or employee is authorized to make any oral warranty on behalf of Us or Program Manager.	(viii) Parts Warranty: We warrant that We will either repair or replace each new Manufacturer genuine service part replaced under Toyota True Warranty, that is found defective in material or workmanship under normal use, within a period of 6 months or 10,000km from the date of replacement, whichever comes first. X. Non-Cancellation of the True warranty Plan a. This Toyota True Warranty Plan is non-cancellation service plan. However, in extreme circumstances We may entertain request for cancellation of the Toyota True warranty Plan. Your cancellation request is to be in writing and notified to the Authorised Dealer within 15 days from the purchase of the Toyota True Warranty Plan. b. We may cancel this Toyota True Warranty Plan for the following reasons: for fraud or material misrepresentation by You, your non-payment of consideration or Your failure to comply with the conditions of this Toyota True Warranty Plan as per owner's manual. No consideration will be refunded if We cancel this Toyota True warranty Plan due to fraud or material misrepresentation by You. If We cancel for other reasons, provided a Service Request has not been honoured, we will refund the requisite consideration for the remaining Service Term of the Toyota True Warranty Plan XI. Transfer: (i) If ownership of the Vehicle changes, the remaining warranty period/km would be effective for the new owner. (ii) The Toyota True Warranty Plan cannot be transferred to any other vehicle and remains with the original Vehicle only. (iii) In case of ownership transfer, please complete the transfer formalities by visiting the nearest Authorised Dealer who will be glad to assist You. XII. Privacy A. You consent to allow the use of the personal information by Us and the Program Manager for the purposes of providing the various services under the Toyota True Warranty Plan. We respect Your privacy and the confidentiality of Your personal information so collected by Us or on Our behalf and shall take all reasonable steps to protect it and maintain its confidentiality. B. You also hereby consent to the personal information being disclosed by Us to any third party for providing additional services or services under this Toyota True Warranty Plan or if so, required by law. C. You acknowledge that We may engage third parties including service partners for the fulfillment of the services and You hereby consent to Us disclosing, to the extent relevant, Your personal information and/or details of Toyota True Warranty Plan availed by You to <i>inter alia</i> (a) Our affiliates service partners including but not limited to the Program Manager (b) to Our suppliers, vendors, for the purposes of rendering services to You. D. You hereby consent to receiving periodic service-related SMS/email communication from Us. XIII. Representations and Warranties (i) You are responsible for taking Your Vehicle to any Authorized Dealer in order to obtain service under Toyota True Warranty Plan. The Authorised Dealer will make the necessary repairs using Toyota genuine parts. (ii) You are responsible for the proper maintenance, operations and care of Your Vehicle in accordance with Toyota's periodic maintenance schedule in the maintenance section of the owner's manual provided with the Vehicle. Failure to comply with the operating instructions or to service, will render this Toyota True Warranty void. (iii) You are responsible for keeping maintenance records since it may be necessary in some instances, for You to show that the required maintenance has been performed. XIV. Toyota Roadside Assistance: [Applicable only for specific model] Toyota True Warranty comes with the additional benefit of Toyota Roadside Assistance ("RSA") for the period of Service Term, opted after the vehicle warranty of 3 Years / 100,000 km (whichever is earlier). You are entitled for RSA coverage till the expiry of the Service Term. For details of this service, kindly contact Your nearest Authorised Dealer. <u>Services offered:</u> Battery Related - Dead Battery / Jump start Tyre Related - Puncture / Bolts / Valve Related Issues Fuel Related - Out of Fuel / Incorrect Fuel / Contaminated Fuel Key Related - Locked Keys / Lost Keys / Broken Vehicle Keys Breakdown - Accident Roadside repair / Vehicle recovery in case of Breakdown / Road Traffic Accident Onward journey Benefits - Up to 50km from Breakdown Location <u>How to avail Assistance</u> If Roadside Assistance is needed, please follow the below steps. <u>Reach through Phone:</u> • Dial the 24X7 toll free no:1800-102-5001 or 0124-235-5001-charges apply <u>Keys locked in the vehicle:</u> Modern security systems make it extremely difficult for Us to gain entry to Your Vehicle, should spare keys are not available. If spare keys are not readily available, Your Vehicle may be towed to the nearest Authorised Dealer.
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- Identify Your Vehicle with the VIN (DFFFFFFFFFFFFFFF) that is available in the registration or insurance certificate.
- Explain exact location of the Vehicle with landmarks and tell about the problem You face with the Vehicle.
- Park Your Vehicle on the edge of the road & put on the hazard warning lights.
- If You are on a highway, place the caution sign provided with the Vehicle approximately 3 meters from the Vehicle in the direction of the on-coming traffic.
- Call centre will advise you on further action.

Reach through mobile app:

You can also reach Us through mobile app. (You can download the app of 'Toyota Connect India' from google play store or IOS app store) For more details please contact nearest Authorised Dealer.

General terms & conditions:

Onsite free support for following incidents is available:

- For the Service Term as mentioned in the Service Certificate.
- To the nearest Authorised Dealer across India except islands.

Sl. #	Incident	Scope of Onsite Service
1.	Battery Related	Jumpstart
2.	Tyre Related	Replace with spare tyre
3.	Fuel Related	Only when Breakdown location is not at Your residence or service Centre; 5 litres of Fuel (petrol/diesel) may be supplied at Breakdown site
4.	Key Related	Retrieving spare key from home if within 50 km

In case the Vehicle couldn't be mobilized on the spot; it may be towed to the nearest Authorized Dealer for repairs. No repair work will be performed at Breakdown site.

Onward journey benefit:

If the Vehicle needs to be towed to the nearest Authorized Dealer, you are entitled for free transportation up to 50 km from Breakdown location in order to facilitate onward journey. If You request change in the type of hire car arranged by Toyota Roadside Assistance or wish to travel more than 50 km, you will be responsible for difference in travel cost. You will be required to pay these additional costs at the time of service directly to the provider of the car service.

Medical and accommodation coordination:

In case of any mishap, Toyota assistance could coordinate for medical or accommodation support on Your request. All cost of medical services or accommodation arrangement needs to be borne by You.

Towing in case of accident:

In case of accidents Vehicle will be towed to nearest Authorized Dealer location, free of cost. If, as a result of a road traffic accident or other incidents, specialist equipment is required during the course of towing Your Vehicle, the cost for using such specialist equipment will be arranged free of cost. While the endeavour will be to extract the Vehicle with minimal or no damage, but it might sustain certain consequential damage while extracting the Vehicle and for all such damages sole responsibility will be borne by You. Toyota Roadside Assistance will not be liable for such damages.

Force majeure:

Toyota Roadside Assistance shall not be liable for delay or failure to provide the services under the terms of service set out in this document if such delay or failure is caused or contributed by causes or events beyond Our reasonable control, including, acts of nature, acts of public enemy, acts of statutory authorities or courts, acts of terrorism, acts of any person engaged in subversive activity or sabotage, strikes, embargoes, public rallies and protests, etc

Exceptions to Toyota Roadside Assistance:

Toyota Roadside Assistance is intended to cover emergency situations only. Therefore, Toyota Roadside Assistance will not cover the incidents You may encounter while driving the Vehicle which are not affecting safety of passengers or drivability of the Vehicle including the following.

- Faulty fuel gauge
- Speedometer is not working
- Air-conditioning is not working
- Boot cannot be opened
- Problems relating to horns
- Damaged mirrors
- Damaged or faulty fuel cap
- Sunroof cannot be opened or closed
- Windows cannot be opened or closed
- Seat adjuster is faulty
- Seat belts are faulty
- Traction control lights are illuminated

- Other non-safety related lights/service warnings are illuminated• When Your Vehicle runs out of wind shield wiper fluid front or rear wipers faulty, but weather conditions are fair
 - Whilst the services rendered under Toyota Roadside Assistance are intended to be at no cost for new Vehicles billed from the manufacturer, we will not be responsible for any cost of repair, losses, etc, including the following
 - Loss or damage to any property carried in or on the Vehicle.
 - Any expenses incurred without the prior authorization of Toyota Roadside Assistance or not expressly provided for under Toyota True Warranty.
 - The cost of repairs, consumables or service parts.
 - Any costs resulting from participation in motor racing, rallies, speed or duration tests.
 - Any cost as a result of damage and/or claims caused while the driver was operating the Vehicle under the influence of alcohol, solvent abuse, drugs or other illegal substances.
 - Any cost as a result of Your participation in a criminal act or offence.
- Any consequential losses directly or indirectly from the immobilization

Disclaimer

- We shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of any delay or non-delivery of services under Toyota Roadside Assistance.
- In case Vehicle cannot be mobilized on-site, you are advised to use the towing facility arranged by Our call centre only for taking Your Vehicle to the nearest Authorized Dealer. In no condition will the vehicle be towed to any Unauthorized Dealer.
- You are advised to either remove or take an acknowledgment for a list of accessories, extra fittings and other belongings in the Vehicle as well as the current condition related to scratches, dents breakages of parts, fitments of the Vehicle at the time of giving possession of the Vehicle for towing and to verify these items and Vehicle condition when delivery is taken back.
- Toyota Roadside Assistance entitled to the customer can be refused or cancelled on account of abusive behaviour, fraudulent representation, malicious intent & refusal to pay the charges for any.
- We reserve the right for changing / modifying the benefits and charges to You offered under Toyota Roadside Assistance. Our decision on the question of coverage, inclusion or exclusion of any service under this program, rates of charges for additional services, and any other issues which need a decision, shall be final and binding on You.
- In case of any false statement by You relating to Vehicle coverage, problem experienced, or any other information sought by Us then We shall have the right to refuse any or all benefits.
- In the unlikely event of dispute arising for which a satisfactory solution cannot be found; we reserve the right to appoint an arbitrator to adjudicate the matter and the dispute shall be resolved by such arbitration.
- Only the courts in Bangalore district in Karnataka shall have exclusive jurisdiction over the matter arising in connection with this.

Note: Toyota Roadside Assistance is provided by Allianz Worldwide Partners

XV. Notices

Any notice required under the Toyota True Warranty Plan shall be sent to the Authorised Dealer by quoting the Service Certificate number mentioned on Your Service Certificate.

XVI. Jurisdiction

The Toyota True Warranty Plan shall be governed by the laws of the Republic of India.