

TOYOTA DRIVELINE WARRANTY - TERMS & CONDITIONS

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

I. Definitions:

Program Manager	means Assurant Automotive Warranty Solutions (India) Limited. (Assurant Automotive India)
Authorized Dealer	means a Manufacturer Authorized or approved Toyota Dealers and/or repairers.
Breakdown	means an electric, electronic or mechanical fault causing a complete failure of the Components covered during the term provided under the Toyota Driveline Warranty Certificate.
Components	means specific applicable Components/parts related to Engine, Gearbox or Transmission & Differential aggregates of the Vehicle for which the benefits will be provided under the Toyota Driveline Warranty;
Invoice	means the original purchase invoice for the Vehicle issued by the Authorized Dealer;
Manufacturer/Toyota	Means Toyota, 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 component of the Vehicle excluding any other cost, charge, taxes and amount mentioned on the invoice issued by the Authorized Dealer;
Service Request	means any request by You under Toyota Driveline Warranty for availing benefit for the specific Components of the Vehicle;
Service Term	means the specified term within which Toyota Driveline 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 Driveline 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	means Toyota Kirloskar Motors Private Limited;
Working Day	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 Driveline Warranty Plan;

II. Overview of Toyota Driveline Warranty Plan:

- We under the Toyota Driveline Warranty Plan provide specific Warranty extension of the Manufacturer's Warranty to internal Components of Engine, Transmission/ Gearbox and Differential aggregates for specific model of the Vehicle.
- Toyota Driveline Warranty Plan shall be administered by the Program Manager on behalf of Us.
- Any benefit under Toyota Driveline 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 Driveline Warranty Plan and in the event of any dispute, Toyota Driveline Warranty Plan will supersede the Service Certificate.

III. Eligibility of the Product

The Vehicle, for whom Toyota Driveline 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 kilometers on the odometer.
- The Vehicle was first registered in the Territory and continues to be registered in the Territory;
- must not be modified outside Manufacturer's specification.
- must not be used for racing, rallies, pace making, reliability trials, speed hill climbing or off road use; and
- must not be used contrary to category of license or registration granted to the Vehicle in any manner whatsoever.

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

- Toyota Driveline Warranty Plan applies to the Vehicle purchased for specified private or commercial use only. Subject to the terms and conditions of Toyota Driveline Warranty Plan, We agree that if during the Service Term Breakdown of specified part or component happens, We may elect to repair or replace the specified part or component of the Vehicle. The benefits under Toyota Driveline Warranty Plan will be provided on cashless basis only.
- We also like to assure You that the You may intimate Your Service Request under Driveline Warranty Plan at any Authorized 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 Driveline 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 Driveline Warranty Plan.

- The Services committed under Toyota Driveline Warranty Plan shall be similar to the service available to You during the Manufacturer's Warranty. Notwithstanding anything contrary contained in Toyota Driveline Warranty Plan, any defect (of any nature whatsoever) which is excluded under the Manufacturer's Warranty shall not be covered under Toyota Driveline Warranty Plan

- The defective parts of the Vehicle which is replaced under Toyota Driveline 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 Driveline Warranty Plan:

- Scope of Benefits: Subject to the other terms and conditions stipulated in Toyota Driveline Warranty Plan, Toyota Driveline Warranty Plan provides service support for Breakdown or failure of the relevant aggregate only related to following parts or Components.

- ENGINE: All internal parts, turbocharger & Oil inter cooler
- TRANSMISSION: If the Vehicle is rear wheel drive [4x2] or all-wheel drive [4x4], differential, internal gears / shafts / Engaging mechanism, Propeller shafts & its joints are covered.
- Gear Box: All internal parts
- In case of major overhauling of Engine, Gearbox, Transmission & Differential aggregate, only Engine oil, Transmission / gear oil & differential oil will be covered. Any kind of top ups and those items listed under the caption "Limitation" are not covered. The maximum liability under driveline Warranty will be the amount paid for the Vehicle by you, excluding optional items and tax.

- Limitation: Following shall be treated as limitation on the benefits provided under Toyota Driveline Warranty Plan:

- The Components which are not listed under the Scope of Benefits section as mentioned in clause no. V(a), above including but not limited to Breakdown or due to tyres, battery, refrigerants, lubricants, and any parts or Components made of rubber.
- 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
- Clutch plate/Pressure plate/ clutch release bearing
- Fuel system- Injectors/ Fuel pump
- AC System- Compressor/condenser/evaporator
- Electrical system- Self-starter/Alternator
- 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 new 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 (HID/LED) and lamps, spark plugs, distributor points, drive belts, lubricants and coolant, brake linings, brake pads, brake shoes, brake discs, 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 Toyota Dealer or distributor
- 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

VI. Service Term:

- The benefits of Toyota Driveline Warranty Plan begin when the Manufacturer's Warranty expires and ends upon expiry of the Service Term
- Toyota Driveline Warranty Plan commencement date and Driveline Warranty Plan end date are set out in Your Service Certificate
- No consideration is refunded when Toyota Driveline Warranty Plan ends due to any reason whatsoever.

<p><u>VII. Service Exclusions under the Toyota Driveline Warranty Plan:</u></p> <ol style="list-style-type: none"> Toyota Driveline Warranty will not apply to Vehicles used at any time for delivery, courtering, 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 No service cover will apply should the Vehicle be used for any purpose for which it is not licensed, or for which it was not originally purchased. 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 Driveline Warranty. Toyota Driveline Warranty will not apply to any Toyota 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 Toyota Vehicle, inconvenience will not be provided under Toyota Driveline Warranty plan. Service Requests will not be entertained if 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 Driveline Warranty Plan. 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 Toyota Vehicle, once a defect or failure or fault has occurred 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 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. 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 Authorized. 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 <p><u>VIII. Additional Conditions Governing Service Request:</u></p> <p>In the event of failure, You must:</p> <ol style="list-style-type: none"> immediately take all steps necessary to minimize the extent of loss. 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 Authorized Dealer for repair. You must notify the Authorized Dealer about the Toyota Driveline Warranty Plan and provide Service Certificate details. Authorized Dealer will establish the cause of failure and if eligible, needed parts replacement and labour will be done free of cost under Toyota Driveline Warranty Plan. A reasonable time to complete the repairs must be allowed after the Vehicle is reported to the Authorized Dealer. You are responsible for paying for any other work that You ask the Authorized Dealer to carry out and which is not included in the Toyota Driveline Warranty Plan <p><u>IX. Miscellaneous Conditions:</u></p> <ol style="list-style-type: none"> Where the Certificate Date of Your Driveline 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. The repair and replacement services under Toyota Driveline Warranty Plan shall be provided only by Authorized Dealers. Assurant Automotive India reserves the right for the final decision on all Warranty matters including any Service Requests. This Toyota Driveline Warranty Plan has no surrender value, no refund of consideration is available and it cannot be transferred to another vehicle. 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 The period of Toyota Driveline 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 Driveline warranty will lapse. No Authorized Dealer or its or agent or employee is authorized to extend or enlarge this Warranty and no Authorized Dealer or its or his agent or employee is authorized to make any oral Warranty on behalf of Us or Program Manager. We reserves the right to make any change in design or make any improvement to on the Vehicle at any time without any obligation to make the same change on the Vehicles previously sold. We reserves the right to make any change in design or make any improvement to on the Vehicle at any time without any obligation to make the same change on the Vehicles previously sold. 	<ol style="list-style-type: none"> Parts Warranty: We warrant that we will either repair or replace each new Toyota genuine service part replaced under Driveline 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 <p><u>X. Non-Cancellation of the Driveline Warranty Plan</u></p> <ol style="list-style-type: none"> Toyota Driveline warranty Plan is non-cancellation service plan. However, in extreme circumstances we may entertain request for cancellation of the Toyota Driveline Warranty Plan. Your cancellation request is to be in writing and notified to the Authorized Dealer within 15 days from the purchase of the Toyota Driveline Warranty Plan We may cancel this Driveline 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 Driveline Warranty Plan or owner's manual. No consideration will be refunded if we cancel this Driveline 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 Driveline Warranty Plan <p><u>XI. Transfer:</u></p> <ol style="list-style-type: none"> If ownership of the Vehicle changes, the remaining Warranty period/km would be effective for the new owner. The Toyota Driveline Warranty cover cannot be transferred to any other Vehicle and remains with the original Vehicle only. In case of ownership transfer, please complete the transfer formalities by visiting the nearest Toyota Authorized Dealer who will be glad to assist You. <p><u>XII. Privacy</u></p> <ol style="list-style-type: none"> 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 Driveline Warranty Plan. We respect the 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. You also hereby consent to the personal information being disclosed by Us to any third party for providing additional services or services under this Driveline Warranty Plan or if so required by law. You acknowledge that we may engage third parties including service partners for the fulfilment of the services and you hereby consent to us disclosing, to the extent relevant, Your personal information and/or details of Driveline Warranty Plan availed by the You to inter alia (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. You hereby consent to receiving periodic service related SMS/email communication from Us <p><u>XIII. Representations and Warranties</u></p> <ol style="list-style-type: none"> You are responsible for taking Your Vehicle to any authorized Toyota Authorized Dealer in order to obtain Warranty service. Your Toyota Dealer will make the necessary repairs using Toyota genuine parts. You are responsible for the proper maintenance, operations and care of Your Toyota Vehicle in accordance with Your 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 Toyota Driveline Warranty void. 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. <p><u>XIV. Notices</u></p> <p>Any notice required under the Driveline Warranty Plan shall be sent to the Authorized Dealer by quoting the Service Certificate number mentioned on Your Service Certificate</p> <p><u>XIV. Jurisdiction</u></p> <p>The Driveline Warranty Plan shall be governed by the laws of the Republic of India.</p>
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