

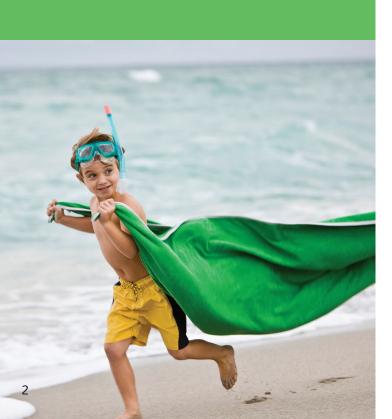


Toyota Extra Care **Roadside Assist** Terms and Conditions

Preparation date: 4 July 2018



toyotafinance.com.au



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Introduction

Reliable, Australia-wide assistance for your peace of mind

Toyota Extra Care Roadside Assist provides you with the confidence of knowing, if a Breakdown occurs, you'll be back on the road as soon as possible, no matter who the authorised driver is.

Reliable help is only a phone call away. Simply call 1300 832 772, 24 hours a day, seven days a week from anywhere in Australia, and we'll be there to lend a hand.

Help us help you

To ensure we provide you with the best possible care, please try to have the following information available when calling us:

- Your name and location
- Your Vehicle rego
- Description of the problem
- A contact phone number, where possible.

Your Roadside Assist Program

Reliable roadside assistance

Your Toyota Extra Care Roadside Assist Program consists of:

- these Terms and Conditions; and
- a schedule issued by us, setting out the selected program, the Vehicle covered and the period of cover.

Please read these documents and keep them handy (e.g. in your glovebox) in case you need them.

These Terms and Conditions are current as of 04 July 2018 and are subject to change without notice.

This brochure, together with your schedule, contains the full details of your Toyota Extra Care Roadside Assist Program.



Commonly used words or expressions

When reading through these Terms and Conditions, please remember the following words all have a specific meaning.

Accident means an impact or collision involving your Vehicle, or a theft, attempted theft or break-in of your Vehicle.

Authorised Repairer means a repairer that is nominated and authorised by us. This also may include a dealer.

Breakdown means that your Vehicle is immobilised or unsafe to drive due to:

- a mechanical or electrical fault
- a flat tyre or flat or faulty battery
- running out of fuel
- the keys being lost or locked inside your Vehicle.

Dealer means the Dealer, service facility or provider nominated by us.

Home means your Home or business address registered by you on the Toyota Extra Care Roadside Assist Program.

Hybrid means a vehicle that generates power from a combination of an engine and an electric motor.

Theft means any theft or attempted theft causing damage to your Vehicle.

Vehicle means the motor vehicle registered by you on the Toyota Extra Care Roadside Assist Program.

We, Us and Our means Toyota Finance, a division of Toyota Finance Australia Limited ABN 48 002 435 181, AFSL and Australian Credit Licence 392536.

You or Your means the person who is registered on the Toyota Extra Care Roadside Assist Program or the authorised driver of your Vehicle.

Your benefits

Unlimited call outs

With Toyota Extra Care Roadside Assist, you are now entitled to the convenience of unlimited call outs. So you or any other authorised driver of your Vehicle can contact us for assistance from anywhere in Australia. This is subject only to the General Exclusions that are detailed in these Terms and Conditions.

24-hour telephone assistance

You can call us 24 hours a day, seven days a week for helpful advice on getting your Vehicle back on the road. If your Vehicle suffers a Breakdown, first we'll try to get you going with helpful advice over the phone. If your Vehicle remains immobilised, we'll send a recovery vehicle out to help you. We'll also advise you on convenient local transport services to help get you to your destination.

Urgent messages to friends and family

If you have a Breakdown or Accident, we'll forward (at your request) any urgent messages to family, friends or business associates who need to know.

Accident coordination

In the unfortunate event of you having an Accident, we'll help by providing all the relevant questions you need to ask the other parties involved and advise you on whether the emergency services need to attend. We'll also arrange to tow your Vehicle to your or your insurer's preferred smash repairer, at your or your insurer's cost. If required, we'll also help coordinate alternative transport, at your cost, so you can continue your journey.

Jump-starting or battery replacement

If you have a flat battery and can't start your Vehicle, we'll send a patrol vehicle to try and jump-start it. If the battery proves to be faulty and your Vehicle is not a Hybrid, then we'll help arrange a replacement for you, at your cost.

Due to the unique technology used in Hybrid vehicles, if a battery replacement is required and your Vehicle is a Hybrid (and it is still covered by its manufacturer's warranty), we'll arrange for it to be transported to the nearest Dealer (or Authorised repairer if you are in a rural area) for the battery to be replaced. If your Vehicle's Hybrid battery is not covered by the manufacturer's warranty, then we'll coordinate a replacement for you, at your cost.

Tyre changing

If you get a flat tyre, then we'll send out a vehicle to change it for you, using your serviceable spare tyre. If required, we'll also transport your Vehicle to an approved tyre outlet or Dealer (or Authorised repairer if you are in a rural area), whichever is closer. Please ensure you advise us if more than one tyre is flat and/or if locking wheel nuts are fitted to your Vehicle, as these may hinder our ability to help. We're only liable to replace one flat tyre with your Vehicle's serviceable spare. However, if you have multiple flat tyres we will tow your vehicle as per the towing benefits outlined. If the spare tyre in your vehicle is unserviceable we can arrange a towing service at your cost. Any purchase of tyres is at your cost.

Emergency fuel

If your Vehicle runs out of fuel, we'll provide enough fuel to get to the nearest available petrol /diesel station. In the case of LPG fuelled vehicles, we will tow you to the nearest LPG filling station.

Emergency access or key replacement

If you lose your Vehicle key or remote control or lock them in your Vehicle, once you have provided us with proof of ownership, we'll help you:

- locate and deliver a spare key or remote control;
- get into your Vehicle (an indemnity form will need to be signed); or
- retrieve a spare key or remote control, if more practical.

We'll help you to choose the best option. If your Vehicle can't be started or moved, then it'll be transported to the nearest Dealer (or Authorised repairer if you are in a rural area). A limit of \$150 (including GST) per incident applies. Any amount above this will be your responsibility. We also strongly suggest you keep spare keys and remote controls in a safe but accessible place away from your Vehicle in case of emergencies.

Emergency taxi or ride share

If your Vehicle has a Breakdown and has to be towed to the nearest Dealer (or Authorised repairer if you are in a rural area), then we'll provide one taxi ride or ride share per incident, to a maximum value of \$50 (including GST) so that you, or the occupants, can continue travelling to the nearest town, or within the city of the Breakdown.



Towing

If your vehicle suffers a breakdown in a metropolitan area and cannot be started, then we'll transport it to;

- a Toyota Dealership of your choice, up to 20km, or, if you do not have a preference;
- the nearest Toyota Dealership.

If your vehicle suffers a breakdown in a rural area and cannot be started, then we'll transport it to;

- a Toyota Dealership or Authorised Repairer of your choice, up to 50km, or, if you do not have a preference;
- the nearest Toyota Dealership or authorised repairer.

If the Breakdown has occurred outside of the Dealer's (or Authorised repairer if you are in a rural area) business hours, your Vehicle will be stored securely then delivered to the nearest Dealer (or Authorised repairer if you are in a rural area) on the next working day. If your Vehicle has a Breakdown whilst towing a registered caravan or trailer, we'll recover the caravan or trailer and transport it to the nearest convenient safe location, or to the Dealer (or Authorised repairer if you are in a rural area) where we have towed your Vehicle (at our choice). A maximum limit of \$100 (including GST) per incident applies for transporting any caravans or trailers and any amount above this will be your responsibility.

Bogged Vehicle recovery

We'll help recover your Vehicle if it's bogged as long as access is available to conventional two-wheel drive vehicles and no other specialist equipment is needed. If specialist equipment is required, we can coordinate this at your cost.

Emergency rental vehicle arrangements

We will organise a rental vehicle for you should your Vehicle be immobilised due to mechanical or electrical failure, however all the rental charges will be at your cost.

Additional benefits under Roadside Assist PLUS

When listed in your Toyota Extra Care Roadside Assist Schedule, Roadside Assist PLUS provides you with these additional services.

Tyre changing

If the spare tyre in your vehicle is unserviceable we will tow your vehicle as per the towing benefit outlined. Any purchase of tyres is at your cost.

Emergency taxi or ride share

If your Vehicle has a Breakdown and has to be towed to the nearest Dealer (or Authorised repairer if you are in a rural area), then we'll provide one taxi ride or ride share per incident, to a maximum value of \$100 (including GST) so that you, or the occupants, can continue to the nearest town, or within the city where the Breakdown occurred.

Emergency hotel accommodation

If your Vehicle becomes immobilised due to a mechanical or electrical failure, more than 100km from your Home or for longer than 24 hours, we'll provide you with up to two nights' accommodation, up to the value of \$150 (including GST) per night. This is when you decide to remain where the Vehicle is being repaired, or if alternative transport is unavailable. Any amount above this limit will be your responsibility. This benefit provides for your room only and excludes all incidental expenses such as meals, phone calls, laundry, etc. This benefit is only provided during the period your Vehicle is being repaired.

Emergency rental vehicle

If your Vehicle becomes immobilised due to a mechanical or electrical failure, more than 100km from Home and for longer than 24 hours, then we'll provide you with a rental vehicle for up to five days, up to the maximum value of \$300 (including GST). Any amount above this limit will be at your responsibility. As the renter/ driver of a rental vehicle, you will be responsible for all fuel costs, excess kilometre charges, any traffic infringements, any relocation fees, any damage and any excess or insurance waivers on the rental vehicle. This benefit is only provided during the period your Vehicle is being repaired.

Emergency parts supply

If you decide to have your Vehicle repaired locally rather than transported, and the necessary parts are unavailable, we'll help locate and transfer the required parts to the Dealer (or Authorised repairer if you are in a rural area). We'll also coordinate delivery, however all parts and Vehicle repair costs will be at your expense.

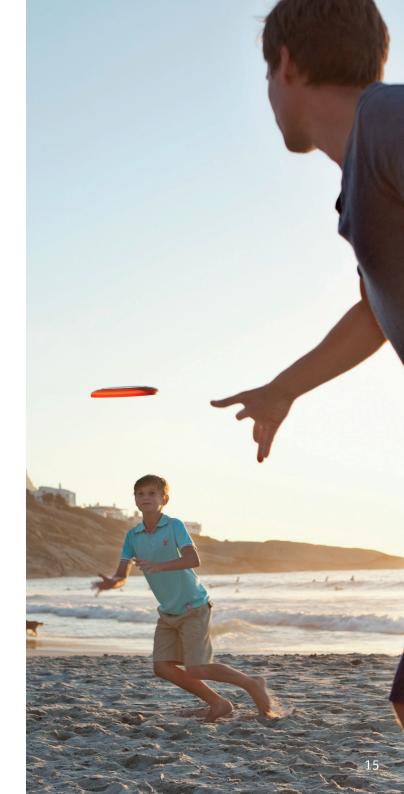
Alternative transportation

If hotel accommodation or a rental vehicle is unavailable following the Breakdown of your Vehicle due to a mechanical or electrical failure, more than 100km from Home and for longer than 24 hours, then we'll transport you and up to four of your passengers Home or to your intended destination up to the maximum value of \$300 (including GST). Any amount above this will be your responsibility.

General Exclusions

The benefits in these Terms and Conditions do not apply in the following circumstances, but can be provided at your cost:

- your Vehicle is left unattended;
- costs to repair your Vehicle;
- your Vehicle is located in a remote location (remote location deemed as being a location not trafficable by a two-wheel drive recovery vehicle);
- your Vehicle is over 3.5 tonnes GVM;
- your Vehicle is unregistered;
- where your Vehicle is immobilised due to inappropriate maintenance, repair or use by any party, whether intentional or negligent;
- your Vehicle is being operated as a taxi, limousine, rental, ride share or hire vehicle;
- your Vehicle is involved in any form of motor sports;
- accident damage classified as impact or collision of any nature;
- attempted or successful theft or break-in of your Vehicle;
- breakdown caused by fitting of non-genuine manufacturer's parts or accessories; and/or
- excessive use due to lack of regular preventative vehicle maintenance, owner/ driver related faults or failure to rectify any recurring faults.



Other important information

This information outlines the benefits and services available as part of the Toyota Extra Care Roadside Assist Program. Subject to these Terms and Conditions and to the extent permitted by law, we reserve the right to amend or withdraw any of the benefits or services provided by this Program.

This Program is not an insurance contract, vehicle extended warranty contract or personal injury contract. Subject to the 'Cancelling your contract' section in these Terms and Conditions, this Program is not refundable subject to the Australian Consumer Law which is paramount.

Despite anything contained in these Terms and Conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the Australian Consumer Law.

Toyota Extra Care is administered by Toyota Finance, a division of Toyota Finance Australia Limited ABN 48 002 435 181, AFSL and Australian Credit Licence 392536. Toyota Extra Care Roadside Assist is provided by 365 Assistance Pty Ltd ABN 59 160 076 200 t/as 365 Roadside Assistance under arrangement with Toyota Finance Australia Limited.

Toyota Extra Care is the brand used to identify certain products marketed in conjunction with us and Toyota Motor Corporation Australia Ltd ABN 64 009 686 097.



Your privacy

Your privacy is important to us. We collect and use your personal information for the purposes related to the provision and administration of the products and services you have purchased under this contract and for any other purpose specified in our Privacy Policy. If you don't provide us with complete and accurate information we may not be able to provide you with our products and services.

We may exchange your information with third parties including our related companies and our accredited motor dealer network for the purposes outlined above or so that we, or those third parties, can contact you about products and services, special offers, promotions or events that may be if interest to you. If you do not wish to receive any marketing information, you can opt out by:

Email: financeprivacy@toyota.com.au

From time to time, we may disclose your information to organisations located overseas including our related companies in Japan or our service providers or third parties that are located or hold data outside of Australia. In all instances, we make sure that appropriate data handling arrangements are in place to protect your information.

For more information about how we approach privacy, please refer to our privacy policy at toyota.com.au/privacy. Our Privacy Policy explains how you may access and seek correction of the information we hold about you. It also explains how you may complain about the manner in which we have collected or handled your information and how we will investigate and respond to your complaint.

Transfer of your Toyota Roadside Assist Program

If you sell your Vehicle, this program is fully transferable to the new owner of your Vehicle at any time during the period of cover. It can also be transferred to your new Vehicle. Conditions apply. Call us on 1300 832 772 to arrange the transfer.

Cancelling your contract

If you cancel your Toyota Extra Care Roadside Assist Program within 21 days of purchasing it, you will receive a full refund of the purchase price unless you have used a service provided by the Program. Thereafter no refund will apply merely because you change your mind about wanting the services.

Contact details

For information regarding any of our products:

| Phone: | 137 200 |
|--------|-----------------------------|
| Email: | toyotafinance@toyota.com.au |
| Mail: | Toyota Extra Care |
| | Locked Bag 980 |
| | Milsons Point NSW 1565 |
| Web: | toyotafinance.com.au |



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For emergency Roadside Assistance call 1300 832 772

Toyota Extra Care

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