# **Tovota Hybrid Battery Extended Care Terms & Conditions:**

# 1) Introduction

### Welcome to the Toyota Hybrid Battery Extended Care Programme!

The Toyota Hybrid Battery Extended Care Programme has been carefully developed to provide you with reassuring protection in the unlikely event of an undesired failure.

The Extended Care-providing retailer/repairer promises to remove all faults that arise which are covered through this Extended Care.

Please contact your Extended Care-providing retailer/repairer for any questions concerning the Toyota Hybrid Battery Extended Care. If you cannot reach them in the event of a battery fault, then please contact any other retailer/repairer.

We hope to provide you with peace of mind whilst driving with the Toyota Hybrid Battery Extended Care!

# 2) Toyota Hybrid Battery Extended Care conditions

### Beginning and duration of the Extended Care/geographical area of validity

The Toyota Hybrid Battery Extended Care is only valid for vehicles:

- a) which the factory hybrid warranty has expired or
- b) which the factory hybrid warranty has a remaining coverage time of less than 2 months or the vehicle has a mileage over 99,000 miles and
- c) that are less than 10 years old.

For those vehicles that meet the conditions outlined above, the Toyota Hybrid Battery Extended Care starts the following day after the Extended Care-providing retailer/repairer has successfully performed the Hybrid Battery Health Check. After a successful Toyota Hybrid Battery Health Check, the customer shall receive confirmation, mentioning the date and mileage at which the Toyota Hybrid Battery Health Check was performed.

As an example of a sucessful Hybrid Battery Health Check, if your vehicle is 7 years and 11 months old exactly, the coverage extension given on the Hybrid Battery will be 12 months (so until the car is 8 years and 11 months old exactly).

Consecutive Hybrid Battery Extended Care services can be taken out (each time for 10,000 miles or 1 year, whichever comes first) as long as the above eligibility criteria are met. The Hybrid Battery Extended Care is only valid after a successful Hybrid Battery Health Check with confirmation from your retailer/repairer.

The geographical scope of the Extended Care includes the following countries, Andorra, Belgium, Denmark, Germany, Finland, France, Gibraltar, Greece, United Kingdom (including Channel Islands and Isle of Man), Italy, Liechtenstein, Luxembourg, Malta, Monaco, the Netherlands, Norway, Austria, Poland, Portugal, Republic of Ireland, Sweden, Switzerland, Republic of Slovakia, Slovenia, Spain, the Czech Republic, Hungary, Romania, Bulgaria, Macedonia, Estonia, Latvia, Lithuania, Serbia, Croatia, Bosnia, Montenegro, Kosovo, Turkey, Russia, Ukraine, Israel, Canary Islands, Iceland and Cyprus.

#### **Extended Care performance**

If the hybrid battery fails to perform within the agreed Extended Care period and requires consequent repairs, the customer is entitled within the framework of this cover, to the completion of the required repairs by the Extended Care-providing retailer/repairer, following consultation with the Extended Care providing retailer/repairer, or another retailer/repairer (if the fault prevents the vehicle from reaching the Extended Care-providing retailer/repairer).

The Extended Care covers all required repair costs (including all replacement parts).

#### No claims can be made for the refund of costs associated with:

- a) indirect or direct consequences, e.g. towing costs, hotel or accommodation costs, parking costs, compensation for deprivation of use.
- air freight or special delivery.

#### Title

The Extended Care-programme has no effect on possible purchase contract and/or warranty rights held by the customer. It neither justifies rights to change (cancellation of the purchase contract) nor to a discount (lowering the purchase price) nor does it exclude such rights.

#### This Extended Care does not cover any damage:

- caused by the direct effects of storms, hail, lightning, earthquakes or flooding, as well as fire or explosions.
- caused by wartime events of any type, civil war, civil unrest, strikes, lock-outs, seizure or other sovereign action or by nuclear power.
- c) as the result of an accident, i.e. an event caused by a sudden direct external mechanical force.
- d) through wilful or malicious action, stealing, in particular theft, unauthorised use, robbery or fraud.
- caused by a third party operating as a manufacturer/supplier that has undertaken action or is to undertake action on the basis of a repair contract or other warranty. This also includes all possible recall campaigns and extended warranties organised by the manufacturer.
- through the effects of the vehicle being exposed to greater axle or trailer weights than those specified by the manufacturer.
- g) through the use of unsuitable lubricants and fuels.
- h) caused by intentional or grossly negligent behaviour.
- i) caused by entry of water, corrosion or contaminated fluids.
- j) deposition of combustion residues and resulting burnt valves.
- k) through the use of an item which recognisably requires repair, unless the damage can be proved to be unconnected to the item requiring repair or the item had been at least temporarily repaired when the damage occurred.
- due to altering the original condition of the vehicle or vehicle design and/or the extension/addition of particular accessories which negatively influence the original technical specification or safety standard or which are not of the same or better quality as the original fittings.

## Extended Care will not be provided for:

- a) brands other than Toyota.
- vehicles which are registered on behalf of a car retailer/repairer, a service garage or another type of commercial vehicle company.
- c) vehicles which are used for races or other associated track driving.
- d) police vehicles, fire service vehicles, ambulances and vehicles used by any other emergency service.
- e) vehicles which are not technically fault free.
- f) vehicles which are professionaly used as taxis and already have had five Hybrid Battery Health Checks.

# 3) Scope of the Extended Care

The full operating capacity of the following parts is guaranteed:

- Hybrid Vehicle Battery

## There is no Extended Care for the following parts or components:

- Maintenance (parts and service) = customer service intervals all work and replacement parts used within the framework of the service intervals.
- Costs for test, measurement and adjustment where they do not fall under damage covered by the Extended Care.

- c) General wear and tear.
- d) All parts which have not been named in the list above.

# 4) Obligations supported by the Extended Care holder/Vehicle owner

To maintain the protection offered by the Toyota Hybrid Battery Extended Care, you must meet particular obligations as follows:

- a) Carry out all the maintenance and/or care specified or recommended by the manufacturer. Extended Care rights are disregarded when the fault arising is linked to maintenance and inspection work having not been carried out. These are specified in the Toyota service booklet.
- b) Always ensure that the execution of work by the acting retailer/repairer is confirmed in the service booklet, as copies of the service booklet with the entries must be presented in the event of a fault occurring.
- c) Do not interfere with the mileage counter to influence the Extended Care.
- d) When reporting a fault, provide details of the current mileage count from the mileage counter to the Extended Care providing retailer/repairer immediately.
- Take account of and follow the manufacturer's instructions in the user's manual regarding the use of the vehicle.

And you confirm that you have read and accepted these conditions:

# 5) Settlement of claims

Please keep the Hybrid Battery Health Check Confirmation safe and accessable at all time. An Extended Care claim can only be considered on presentation of this confirmation.

If you lose the Hybrid Battery Health Check Confirmation, please contact your Extended Care providing retailer/repairer.

#### Use of the Extended Care/settlement of a claim

- 1. The Extended Care-providing retailer/repairer is responsible for settling claims covered by the Extended Care. To process a claim please follow these steps:-
  - Please report a fault covered by this Extended Care immediately, by presenting this Extended Care confirmation to your Extended Care providing retailer/repairer and making the vehicle available for examination/identification of the fault.
  - b) Please provide all the information needed to identify the fault. Please follow the instructions, to reduce the chance of a fault.
  - c) Always retain the service booklet and make it available to your Extended Care providing retailer/repairer. Your Extended Care provider will carry out everything else for you.
- 2. If you cannot reach your Extended Care-providing retailer/repairer (e.g. when travelling abroad) please contact a retailer/repairer within the country and the above applies.
- 3. If repairs have not been carried out by the Extended Care provider and you have been invoiced, then bring the paid repair invoice to your Extended Care-providing retailer/repairer within one month of the invoice date. The replacement part prices, labour time and costs must be set out individually in the invoice. You will be reimbursed for the repair costs in accordance with the Extended Care conditions.
- 4. Following the settlement of an Extended Care claim, the customer must allow a commissioned expert to examine the faulty item and provide them with the information required to assess the fault on request.

### Use of the Extended Care abroad

The Toyota Hybrid Battery Extended Care is only valid when the stay is shorther than 90 consecutive days in the foreign countries set out in this Extended Care confirmation. In the foreign country, all repairs are to be carried out by an approved retailer/repairer. You are obliged to pay the repair costs arising abroad. When you return to your home

country, present the invoice to your retailer/repairer within one month of the invoice date. The costs will be refunded up to a maximum of the invoice value including VAT.

# 6) Transferability of the Extended Care

The Toyota Hybrid Battery Extended Care can be transferred to a new owner, provided that the maximum mileage count and/or Extended Care period have not been exceeded.

Please inform the new owner of the existing Extended Care. To be able to enjoy the processing of Extended Care services without delay, the new owner of the vehicle must contact the Extended Care providing- retailer/repairer immediately, so that the data can be transferred.