



# UNLIMITED WARRANTY





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With over 200 dealerships in 5 countries, Toyota owners have access to first-class dealer facilities, the expertise of Qualified Technicians and a personal touch when interacting with the skilled dealer staff.

#### Quality

Toyota has built a reputation for quality, durability & reliability. To this day it continues to produce vehicles that built to last and offer seamless mobility to keep any Toyota fit for purpose.

#### Peace of Mind

Toyota owners can rest assured that the portfolio of Genuine Products and Services will keep their vehicle safe and reliable.

For more information visit

toyota.co.za/genuine

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toyota.co.za/mytoyota

# Important contact numbers: TOYOTA 24-HOUR ROADSIDE ASSISTANCE

#### South Africa (toll free):

0800 022 600 or 0800 139 111

#### Namibia:

+264 83 380 0174 (toll free) or +27 11 799 1640

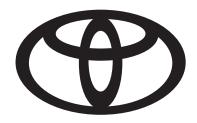
#### **Botswana, Eswatini and Lesotho:**

+27 11 799 1655

#### **CUSTOMER CARE & CLAIMS**

**Customer Care Centre:** 0860 123 329

Claims: 0861 888 789



### **Dear Toyota Customer**

Toyota South Africa Motors is committed to provide seamless mobility and complete peace of mind to all Toyota owners throughout their ownership journey. By opting for the **Toyota Genuine Unlimited Warranty**, you will enjoy unparalleled cover for your vehicle that is fully backed by Toyota South Africa Motors and its extensive dealer network. In addition to this, you have the certainty that repairs to your vehicle will be performed by Certified Technicians making exclusive use of Toyota Genuine Parts. We are Here, For Life and there to provide you the highest level of Quality, Care and Convenience.

This document explains the terms, conditions, and limitations applicable to your vehicle's **Toyota Genuine Unlimited Warranty**. To gain a full understanding of the cover provided by this warranty, please take the time to familiarise yourself with the contents of this document. For ease of reference, we suggest this **Toyota Genuine Unlimited Warranty** is kept with your vehicle's "**Toyota Book of Life**".

#### **Important Contact Details**

Below are the contact details should you require any assistance.

#### **CONTACT DETAIL**

Customer Care Centre: 0860 123 329 Claims Centre: 0861 888 789

#### **CLAIMS CENTRE OFFICE HOURS:**

Monday to Friday: 07:30 to 17:00 Saturday 08:00 to 12:00

For Correspondence: **ToyotaCustomerCare@innovation.group** 

# **TOYOTA GENUINE**

#### **UNLIMITED WARRANTY**



#### **GENERAL INFORMATION**

The terms and conditions of your vehicle's **Toyota Genuine Unlimited Warranty** are as follows:

#### **DEFINITIONS**

Below a definition of key concepts, entities and parties referred to in your vehicle's **Toyota Genuine Unlimited Warranty**:

- "Administrator": Refers to Innovation FSP (Pty) Ltd (Registration No. 1997/005662/07). Innovation FSP is a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 37 of 2002, FSP No. 21468.
- "Authorised Dealer": Refers to a Toyota SA Authorised Dealer or Service Centre appointed by the Manufacturer to sell new and/or used vehicles marketed from time to time by the Manufacturer, also appointed to perform servicing and any repairs which are deemed necessary.
- "Benefits": Refers to the components covered by your vehicle's **Toyota Genuine Unlimited Warranty** and their amounts.
- "Cost of repair": Refers to the reasonable charges for components and/or labour to repair or replace the damaged component(s).
- "Cover": Refers to your vehicle's Toyota Genuine Unlimited Warranty.
- **"Current Trade Value":** Refers to the average value that your vehicle is worth when trading-in or selling your vehicle. It is an industry guideline that vehicle dealerships use in order to determine a purchase price when buying or selling a vehicle.
- "Insured": Refers to the owner of the vehicle at the time of purchase of your vehicle's **Toyota Genuine "Unlimited Warranty"**, or in the instance where the **Toyota Genuine Unlimited Warranty** has been transferred in terms of your vehicle's **Toyota Genuine Unlimited Warranty**, the new owner of the vehicle.
- **"Insurer":** Refers to Guardrisk Insurance Company Limited (Registration No. 1992/001639/06), an Authorised Financial Services Provider and Licensed Non-Life Insurer FSP No.75.
- "Manufacturer": Refers to Toyota South Africa Motors (Pty) Ltd.
- **"Mechanical Breakdown":** Refers to the unforeseen failure of any of the components arising from mechanical and/or electrical failure, causing a sudden stoppage of their functions and necessitating repair and/or replacement.
- "Pro Rata": Refers to the portion of the premium paid back to you using the unexpired risk period calculated as a percentage of the total risk term of your vehicle's **Toyota Genuine Unlimited Warranty.**
- "Roadworthy": Refers to the vehicle that must be maintained according to the roadworthy requirements of the applicable National Road Traffic Act 93 of 1996 (as amended).
- "**Skipped Service**": Refers to any one service that was missed by either interval (time) or mileage as per the Manufacturer's specified intervals.
- "Wear and Tear": Refers to failure or malfunction of components with a finite life span due to extended usage, deterioration and / or severe operating conditions
- "You/your": Refers to the person whose name and address appears on the welcome letter schedule, proposal form or dealer schedule.
- "Your Vehicle": Refers to the vehicle as specified in the welcome letter schedule, proposal form or dealer schedule.

#### **INSURER**

Guardrisk Insurance Company Limited (Registration No. 1992/001639/06) underwrites the benefits of your vehicle's **Toyota Genuine Unlimited Warranty**. Your vehicle's **Toyota Genuine Unlimited Warranty** conforms to the requirements of the Insurance Act 18 of 2017 (as amended) and in no way detracts from your legal rights.

Upon receipt of a fully completed proposal form and the required premium, the Insurer will accept the risk subject to your compliance with the terms and conditions as set out in your vehicle's **Toyota Genuine Unlimited Warranty**. Guardrisk Insurance Company Limited however, reserves the right to decline this proposal, which will be done within 30 days of receipt of the proposal form. In the event of such a refusal a full refund of the premium will be made to you.

#### WHAT YOU NEED TO KNOW AND DO

This section of your vehicle's **Toyota Genuine Unlimited Warranty** explains your responsibilities.

Your vehicle's **Toyota Genuine Unlimited Warranty** explains the various terms and conditions that you need to be aware of and adhere to/comply with in order for your vehicle's **Toyota Genuine Unlimited Warranty** to remain in force. Failure to comply with the terms and conditions could result in a claim against your vehicle's **Toyota Genuine Unlimited Warranty** being rejected and your vehicle's **Toyota Genuine Unlimited Warranty** being cancelled. The responsibility is on you, at all times, to ensure that you have the correct policy plan and that you are adequately covered under such Policy.

#### **ELIGIBLE VEHICLE / QUALIFYING CRITERIA**

Your vehicle's **Toyota Genuine Unlimited Warranty** covers only Toyota Passenger, Light Commercial and Medium Commercial vehicles (excluding all Dyna, Hiace Ses'Fikile, Quantum Ses'Fikile and Coaster vehicles), with no modification to the Manufacturer's original specifications and must be maintained according to the roadworthy requirements of the applicable National Road Traffic Act 93 of 1996.

All Toyota motor vehicles still covered by the original Manufacturer's Warranty (i.e., not older than 3 years from the vehicle's original date of sale nor with an odometer reading in excess of 100 000 km) and with a complete service history by a Toyota SA Authorised Dealer or Service Centre qualifies for cover. Your vehicle's **Toyota Genuine Unlimited Warranty** allows for 1 skipped service (either on prescribed interval or mileage) whilst the vehicle was covered by the Manufacturer's Warranty (i.e., within the first 3 years or 100 000 km).

#### PERIOD OF COVER

Your vehicle's **Toyota Genuine Unlimited Warranty** will incept when the original Manufacturer's Warranty expires.

Depending on which option is chosen, this will extend the vehicle's warranty cover as follows:

Vehicle Type	Unlimited Warranty Option	Total period of cover (from original date of sale)
Petrol, Diesel, and	6 Year/Unlimited km	6 Years (3 Years in addition to the Manufacturer's
Hybrid Synergy Drive		Warranty, no limit on mileage)
	8 Year/Unlimited km	8 Years (5 Years in addition to the Manufacturer's
		Warranty, no limit on mileage)
Hybrid Synergy Drive	10 Year/Unlimited km	10 Years (7 Years in addition to Manufacturer's
only		Warranty, no limit on mileage).

#### PREMIUM PAYMENT

The premium is payable in advance, either in cash or to be included in the finance agreement, as concluded with your financial institution. The benefits will not apply until such time as the premium due is received by the Administrator or the Insurer. A 15-day grace period, from the date of the purchase of your vehicle's **Toyota Genuine Unlimited Warranty**, will be allowed for payment of the unpaid premium to be received. If no payment is received within this period, you will not be covered, and your vehicle's **Toyota Genuine Unlimited Warranty** will be cancelled.

#### **SERVICE REQUIREMENTS**

It is a condition of your vehicles' Toyota Genuine Unlimited Warranty that your Toyota vehicle be serviced and maintained by a Toyota SA Authorised Dealer or Service Centre for the duration of your vehicle's Toyota Genuine Unlimited Warranty.

Please refer to your vehicle's "**Toyota Book of Life**" to familiarise yourself with the prescribed service intervals and the allowed service over-run for your vehicle.

The original invoices reflecting the date of service, invoice number and odometer reading must be retained by the policyholder as these may be required by the Administrator in the event of a claim. Failure to adhere to the servicing requirements of your Toyota vehicle could invalidate your vehicle's **Toyota Genuine Unlimited Warranty**.

Your vehicle's Toyota Genuine Unlimited Warranty does not cover the cost of servicing, routine maintenance, or accident damage.

#### **COVER**

All mechanical and electrical components covered under the standard Toyota Manufacturer's Warranty will be covered under your vehicle's **Toyota Genuine Unlimited Warranty** and is subject to the terms, conditions and exclusions set out herein. All repair work must be authorised in advance and carried out by a Toyota SA Authorised Dealer or Service Centre.

High voltage batteries for Hybrid Synergy Drive vehicles are only covered by the 10 Year/Unlimited km option of your vehicle's **Toyota Genuine Unlimited Warranty**. For more information on the Hybrid Synergy Drive components covered, please refer to "Special Exclusions".

#### **WEAR AND TEAR**

Over and above cover provided against failure or malfunction due to defective parts, your vehicle's **Toyota Genuine Unlimited Warranty** also provides cover for selected parts failing or malfunctioning as a result of normal wear and tear.

#### What is Covered?

Your vehicle's **Toyota Genuine Unlimited Warranty** provides Wear and Tear cover for the following components:

- Shock Absorbers: One set (front and rear).
- **Brake Disc Skimming:** One instance of skimming front and rear (where applicable). This benefit does not include **replacement** of Brake Discs.
- Clutch Components: Clutch Plate, Pressure Plate and Thrust Bearing (one replacement per component).
- Major Components: Engine, Drivetrain, Front and Rear Differential.

In the instance where failure on these major components is as a result of wear and tear, the following limits, determined by the vehicle's mileage, will apply:

Major Components	Up to 150 000 km	Up to 200 000 km	> 200 000 km
1. Engine	R 30 000	R 22 500	RO
2. Transmission	R 20 000	R 15 000	RO
3. Drivetrain (front/rear)	R 20 000	R 15 000	RO

The above Wear and Tear cover is limited to a maximum of 1 claim per covered component for the duration of your vehicle's **Toyota Genuine Unlimited Warranty**.

#### What is NOT Covered?

Parts failing or malfunctioning due to wear and tear resulting from age, extended usage and/or operating conditions are not covered under your vehicle's **Toyota Genuine Unlimited Warranty**.

The following components are considered wear and tear items:

- Brake Pads and Brake Shoes;
- Serviceable Wheel Bearings;
- Wiper Blades;
- · Globes;
- Auxiliary (12V) Batteries;
- Any component other than those specified under the 'What is covered?" section above.
- All components listed under the "Special Exclusions" section of the policy Wording

Wear and tear as a result of negligence, misuse, ignorance, accidents, alterations or modification will not be covered.

#### **BETTERMENT**

Where the repair requires new or exchange units, which in the opinion of the Administrator are in excess of what is necessary to repair the vehicle according to the Manufacturer's specifications, you will be liable for these additional costs.

Please consult with the Administrator should you be in doubt regarding this.

#### **GENERAL EXCLUSIONS**

#### The conditions of your vehicle's Toyota Genuine Unlimited Warranty will not apply to:

- 1. Any vehicle which has been subjected to negligence, misuse, ignorance, accident, alteration, or modification.
- 2. Any vehicle repaired or serviced other than by a Toyota SA Authorised Dealer or Service Centre or a Toyota SA Accredited Body and Paint Repairer.
- 3. Any vehicle which has been subjected to any form of competition.
- 4. Any normal maintenance and service costs as per service schedule and the replacement costs of service items and consumables.
- 5. Any problems which may arise from the use of parts and accessories other than Toyota Genuine Parts and Accessories.
- 6. Any vehicles not maintained and serviced as per prescribed maintenance schedule by a Toyota SA Authorised Dealer or Service Centre or a Toyota SA Accredited Body and Paint Repairer.
- 7. Any damage caused by the direct result of an accident.
- 8. If more than 2 services have been missed, the claim will not be covered under your vehicle's **Toyota Genuine Unlimited Warranty** and the Administrator, acting on behalf of the Insurer, is entitled to cancel your vehicle's **Toyota Genuine Unlimited Warranty** by giving you 30 days' notice in writing, either by mail or via electronic media in the form of an email to the last known address.
- 9. All of those components listed in the **SPECIAL EXCLUSIONS** (see below).
- 10. Any further or additional cost resulting from a component failure not related to the original failure.
- 11. If the incorrect type of fuel (e.g., diesel added to a petrol vehicle) has been used.
- 12. Any vehicle is utilised as a taxi, rental vehicle, or has been rebuilt (Code 3) or modified vehicles.
- 13. Corrosion and Perforation, in instances of:
  - The "E- coat" or paint protection cover on any body panel has been damaged causing exposure to corrosion starting from the outside into the metal.
  - Any repairs to the vehicle's body and/or paint are performed by a repairer not accredited by Toyota South Africa Motors (Pty) Ltd.
  - Failure to maintain the vehicle's body and paintwork regularly and properly.
  - Failure to report corrosion in its early stages during the period of cover by this warranty.
  - Corrosion/perforation inspection is not done as per the maintenance schedule by a Toyota SA authorised Dealer or Service Centre or more frequently in the following circumstances:
    - Vehicle use on dirt and loose pebble roads.
    - Vehicle use in sandy locations where high winds are prevalent.
    - Vehicle use in coastal environs with high humidity, mist, and salt laden air.
    - Vehicle use where salt is present.
    - Where an enclosed garage is not used for the storage of the vehicle.

These circumstances and conditions are conducive to rapid body and paint deterioration, which are aggravated and accelerated if special care is not taken to protect the vehicle against a harsh operating environment.

#### **SPECIAL EXCLUSIONS**

Your vehicle's **Toyota Genuine Unlimited Warranty** does not cover costs incurred due to normal wear and tear or inspections; neither does it cover any loss or deterioration, of whatever nature, due to your vehicle being out of use or stored for an extended period. Therefore, costs related to the items listed below are your responsibility:

- **1. Lubrication:** Extreme temperatures, adverse weather and severe road conditions will require more frequent servicing. During services, lubricant and fluid levels, doors, locks, rubber seals, throttle and parking brake linkages need to be checked.
- **2. Engine oil and filters:** To prolong engine life and performance, engine oil and filters must be changed as recommended.
- **3. Engine tuning and electrical systems:** Must be checked and adjusted periodically for maximum economy, performance and driving safety.
- **4. Belt adjustments:** Belts are subject to wear and must be adjusted or replaced when necessary.
- **5. Brake and clutch adjustments:** Linings and pads are subject to wear and must be adjusted or replaced when necessary.
- **6. Tyre rotation:** Severe driving habits, such as heavy braking, harsh acceleration, high cornering loads and high speeds in general contribute towards a shorter tyre life. To achieve uniform tyre wear and longer tyre life, it is recommended that tyres be rotated periodically.
- **7. Wheel alignment and balance:** Adverse driving conditions and poor driving habits can cause wheels to be out of balance. Maintaining the correct wheel alignment and balance will provide better handling, improved driving comfort and longer tyre life.
- **8. Fuel system cleaning/correct fuel as specified:** Contaminates can sometimes enter the fuel system from external sources. Should this occur, the fuel system must be drained, and the filters replaced to restore proper engine performance. It is your obligation, in every instance to take extra care to ensure that the correct fuel is used
- **9. Rattles and squeaks:** Before delivery of a vehicle, the Toyota SA Authorised Dealer or Service Centre will, as a matter of course, ensure that your vehicle is free of any unusual noises. However, after a while, poor road conditions may result in rattles or squeaks developing. It is therefore advised that adjustments be checked regularly, including all bolts, nuts, screws, and clamps.
- **10. Spark plugs:** These items are subject to wear and tear and or carbon build-up. For maximum performance and economy, it should be checked periodically and replaced at specific intervals.
- **11. Fuel and air filters:** In order for these items to perform the important function of cleaning the fuel and air to the engine it should be properly maintained and replaced at the recommended intervals. In severe operating conditions, replacement should be more frequent than recommended for normal operation.
- **12. Wiper Blades:** The life of windscreen wiper blades is dependent on the amount of use and climatic conditions. For safety reasons it should be replaced when wear impairs the function to clear the windscreen efficiently.
- **13. Auxiliary Batteries, Globes, and Fuses:** The replacement of auxiliary (12V) batteries, electric globes, fuses, and lamp glasses is not covered by the warranty.
- **14. Hybrid Synergy Drive battery:** Replacement of the high voltage Hybrid Synergy Drive battery (except on 10 Year/Unlimited km option).
- **15. Engine coolant:** Please consult your Toyota SA Authorised Dealer or Service Centre for the latest available service bulletin for the specified coolant additives and concentrations. It must be maintained as recommended to prevent corrosion and erosion.
- **16. Steering and Suspension Components:** Component with a finite life span including (but not limited to) tie rod ends, ball joints, bushings, leaf springs and control arms.

Please note that the warranty period will not be extended as a result of repairs done during the warranty period.

#### **GENERAL TERMS AND CONDITIONS**

- a. These terms and conditions will also incorporate all the contents of your vehicle's **Toyota Genuine Unlimited**Warranty, which you will be deemed to have been read and understood.
- b. It is agreed and declared that the Administrator, acting on behalf of the Insurer, will be released from all liability and obligations under your vehicle's **Toyota Genuine Unlimited Warranty** if the terms and conditions of your vehicle's **Toyota Genuine Unlimited Warranty** are not fully complied with.
- c. All claims must be reported to the Administrator immediately. In the event of a breakdown after hours, over a weekend or a public holiday, the claim must be reported to the Administrator on the next working day. Failure to do so may invalidate the claim.
- d. All claims documentation must be received by the Administrator within 30 days of the date of completion of the repair.
- e. The Administrator, acting on behalf of the Insurer, reserves the right to cancel your vehicle's **Toyota Genuine**Unlimited Warranty should it be deemed that excessive claims have been submitted which outweigh the benefits limits of your vehicle's **Toyota Genuine**Unlimited Warranty will be cancelled for excessive claims within your vehicle's **Toyota Genuine**Warranty duration.
- f. You must service the vehicle as per the requirements defined in the section "**SERVICE REQUIREMENTS**". Failure to comply with the above could invalidate your vehicle's **Toyota Genuine Unlimited Warranty**.
- g. Your vehicle's **Toyota Genuine Unlimited Warranty** is in addition to, and does not detract from, any contractual rights under Statute or Common Law.
- h. You must take all reasonable steps to maintain your vehicle and keep it in a proper and efficient state of repair and in the event of any mechanical and/or electrical failure you must use all reasonable means to protect the vehicle from further loss or damage.
- i. In no case whatsoever will the Administrator, acting on behalf of the Insurer, be liable to make any payment in respect of any mechanical and/or electrical failure after the expiration of 6 months from the occurrence of such mechanical and/or electrical failure.
- j. It is your responsibility to ensure that, in the case of diesel vehicles, the diesel pump is calibrated as per the Manufacturer's specifications. A failure resulting from incorrect calibration will result in rejection of the claim.
- k. Your vehicle's **Toyota Genuine Unlimited Warranty** will be null and void in the case of fraudulent claims.
- l. All repairing invoices by a **Toyota SA Authorised Dealer or Service Centre** must be submitted to the Administrator and signed by you.

#### **COOLING OFF PERIOD**

Please note that you are entitled to cancel your vehicle's **Toyota Genuine Unlimited Warranty** in writing to the Administrator within 14 days after the date of receipt of your vehicle's **Toyota Genuine Unlimited Warranty** wording or from the reasonably determined date on which you received your vehicle's **Toyota Genuine Unlimited Warranty** wording.

Please note that you may only cancel your vehicle's **Toyota Genuine Unlimited Warranty** within 14 days where no benefit has yet been paid or claimed or the event insured against under your vehicle's **Toyota Genuine Unlimited Warranty** has not yet occurred.

All premiums that were paid up to the date that the Administrator receives your written notice of cancellation will be refunded to you, subject to the deduction of the cost of any risk cover you may have enjoyed.

Your request for cancellation will be completed by no later than 31 days after the Administrator receives your cancellation notice.

#### AMENDMENTS AND CANCELLATIONS

You are entitled to cancel your vehicle's **Toyota Genuine Unlimited Warranty** at any time by giving the Administrator 31 days' notice. Should you wish to cancel your vehicle's **Toyota Genuine Unlimited Warranty**, you are required to advise the Administrator in writing (please refer to Customer Care Contact Details).

The Administrator, acting on behalf of the Insurer, is entitled to amend the terms and conditions of your vehicle's **Toyota Genuine Unlimited Warranty** by giving you 31 days written notice.

The Administrator, acting on behalf of the Insurer, is entitled to cancel your vehicle's **Toyota Genuine Unlimited Warranty** by giving you 31 days' notice in writing, either by mail or via electronic media in the form of an email to the last known address unless the following circumstances apply:

- a) Non-payment of premium subject to a 15-day grace period after non-payment;
- b) A material change in the risk which results in the risk being uninsurable or forms part of the excluded risks under your vehicle's **Toyota Genuine Unlimited Warranty** which will:
  - o result in your vehicle's **Toyota Genuine Unlimited Warranty** automatically coming to an end; or
  - provides the Insurer with a right to end the cover under your vehicle's Toyota Genuine Unlimited
     Warranty.
- c) Where immediate termination is required by law.

In the event that you cancel your vehicle's Toyota Genuine Unlimited Warranty, the following conditions will apply with regard to the refund of premiums:

- Where a refund is due to you, all cost incurred, including commissions, and underwriting fees, will be deducted. The balance will be refunded on a pro-rata basis and payment will be processed within 30 days of the cancellation request date.
- If a claim has been submitted, is pending, or paid by your vehicle's **Toyota Genuine Unlimited Warranty** no refund will be due, however should your claim be rejected then a pro-rata amount will be refunded.
- If your vehicle's **Toyota Genuine Unlimited Warranty** has been financed by a financial institution or forms part of a suspensive sale agreement, the refund will be paid to the financing institution.

#### **Toyota Genuine Unlimited Warranty Refund Summary:**

Toyota Genuine Unlimited Warranty Status		Defined Due	
Inception	Claims History	Refund Due	
Not Incepted	No Claim Paid	Full Refund	
Incepted	No Claim Paid	Pro-rata Refund	
	Claim Paid	No Refund	

#### **JURISDICTION, CURRENCY, AND DISPUTES**

Your vehicle's **Toyota Genuine Unlimited Warranty** is valid only within the territorial limits of South Africa, Botswana, Namibia, Lesotho, and Eswatini. All payments will be made in South African currency. Your vehicles **Toyota Genuine Unlimited Warranty** will be governed by the laws of the Republic of South Africa whose courts will have jurisdiction in any dispute arising under your vehicle's **Toyota Genuine Unlimited Warranty**.

Should any dispute arise between the Insured and Guardrisk as to the amount of any Claim under your vehicle's **Toyota Genuine Unlimited Warranty** of insurance, liability having already been admitted by Guardrisk for the Claim in principle, such dispute must be referred to arbitration within 90 (ninety) days of the dispute arising in accordance with the Arbitration Act 42 of 1965 (as amended).

#### **FRAUD**

Should you or anyone acting on your behalf, knowingly or otherwise commit a fraudulent act or attempt to obtain a benefit under your vehicle's **Toyota Genuine Unlimited Warranty** by fraudulent means, all benefits will immediately cease, and your vehicle's **Toyota Genuine Unlimited Warranty** will be cancelled. Under these circumstances there will be no refund of any kind.

#### **TRANSFERABILITY**

In the event that you sell or trade-in your vehicle, your vehicle's **Toyota Genuine Unlimited Warranty** will be transferred to the subsequent new vehicle owner, provided your vehicle's **Toyota Genuine Unlimited Warranty** is still valid.

Should you not wish to transfer your vehicle's **Toyota Genuine Unlimited Warranty**, you are required to cancel your vehicle's **Toyota Genuine Unlimited Warranty** prior to selling or trading-in your vehicle, failing to do so will result in an automatic transfer of your vehicle's **Toyota Genuine Unlimited Warranty** to the new vehicle owner.

#### **REPAIR / REPLACEMENT**

The Insurer may, at their option, repair or replace any damaged parts or may pay in cash the amount of the loss or damage. Service exchange units may be utilised where applicable, provided that in the event of any part being unavailable in the Republic of South Africa as a standard ready-manufactured article, the liability of the Insurer in respect of such part will be met by the payment of a sum not in excess of the value of the part at the time of the breakdown, and not exceeding the maker's last published list price, or the stated benefits, whichever is the lesser.

#### **CLAIM PROCEDURE**

In the event of a mechanical and/or electrical failure which may result in a claim, you must at your own expense:

#### **Policyholder obligations:**

- Notify the Administrator immediately on **0861 888 789** of any events resulting in a claim being made
  against your vehicle's **Toyota Genuine Unlimited Warranty**. In the event of a breakdown after hours, over a
  weekend or a public holiday the claim must be reported to the Administrator on the next working day.
  Failure to do so may invalidate the claim.
- The Administrator will recommend a Toyota SA Authorised Dealer or Service Centre in your preferred area who have conformed to the stringent requirements of the Administrator's Approved Panel. You may select an Authorised Dealer of your choice.
- After the work has been completed by the Authorised Dealer, it is your responsibility to inspect your vehicle so as to ensure that the service work is satisfactory and complete in all respects.
- Should it be necessary to disassemble any component to establish the cause or extent of the damage, it is
  your responsibility to authorise the disassembly so as to establish whether there is any liability under your
  vehicle's **Toyota Genuine Unlimited Warranty**. The cost for disassembly to ascertain the cause of failure
  will be for your own account in the event that the claim is not covered.

#### **Authorised Dealer or Service Centre obligations:**

- The Authorised Dealer is to provide the Administrator with such proof and information online as the Administrator may require in order to process the claim:
  - Owner's name;
  - Vehicle's Policy number;
  - o Current odometer reading on your vehicle;
  - Nature of mechanical failure / breakdown (failure, cause, remedy);
  - Address where vehicle can be inspected;
  - Service records and/or invoices.
- The repair work must be authorised in advance by the Administrator and failure to obtain prior authorisation will invalidate your claim.
- Provide all claims documentation to the Administrator within 30 days of the date of completion of the repairs.

#### Additional information to take note of:

- 1. The Administrator reserves the right to inspect your vehicle or failure before authorisation is given.
- 2. In the event of double insurance for the same item, the Insurer may arrange with the other Insurer to pay the rateable portion in respect of the claim.
- 3. You will **not be liable for any excess payments** when lodging a claim.
- 4. Should your claim be rejected, you are entitled to receive a full explanation from the Administrator.

# PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

Your privacy is of utmost importance to the Administrator and the Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

You accept that your Personal Information collected by the Administrator and the Insurer may be used for the following reasons:

- to establish and verify your identity in terms of the Applicable Laws;
- to enable the Administrator and the Insurer to fulfil its obligations in terms of your vehicle's **Toyota Genuine Unlimited Warranty**;
- to enable the Administrator and the Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Administrator and the Insurer in terms of your vehicle's **Toyota Genuine Unlimited Warranty** is provided according to the Applicable Laws. Unless consented to by yourself, the Administrator and the Insurer will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, or telephone number) to any other parties and you indemnify the Administrator and the Insurer from any claims resulting from disclosures made with your consent.

You understand that if the Administrator and the Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with the Insurer within 10 days. Should the Insurer not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

You can withdraw your consent to the processing and sharing of your personal information at any time. The Administrator and the Insurer will delete your personal information within a reasonable time after the termination of your agreement relationship with the Administrator and the Insurer or as required by any relevant laws.

#### TREATING CUSTOMERS FAIRLY (TCF)

The Insurer and Administrator have created a superior solution – encompassing products, processing, and service – tailored to each of our customers' requirements. We will at all times, deliver a superior customer experience, simplifying and improving both our clients and their customers' lives.

We will achieve this through a motivated team of skilled people, absolute fairness in our treatment of our clients and partners and complying with the 6 Treat Your Customer Fairly Outcomes, namely;

- You are confident that your fair treatment is key to our culture;
- · Products and services are designed to meet your needs;
- · We will communicate clearly, appropriately and on time;
- · We provide advice which is suitable to your needs and circumstances;
- · Our products and services meet your standards and are of an acceptable level;
- There are no barriers to access our services or to lodge any complaints.

#### CORROSION WARRANTY AND PERFORATION WARRANTY

The body panels of vehicles are covered under a corrosion/perforation warranty (corrosion from inside to outside) for the duration of the warranty. The warranty does not cover the vehicle's chassis and load body and is subject to compliance with the conditions as per owner's obligations listed below. For exclusions related the Corrosion and Perforation warranty, please refer to point 13 under "General Exclusions".

#### **Owner's Obligations**

In order for the corrosion/perforation warranty to remain valid:

• The owner must immediately report any sign of corrosion/perforation or body and/or paint damage to a Toyota SA authorised Dealer or Service Centre.

#### Additional Preventative Measures for severe or corrosive conditions:

- Regular dirt road usage: All underbody and fender areas must be rubberised and checked periodically for gaps or breaks due to stone damage. The use of a Toyota-approved sealer is advised to prevent damage to PVC-sealed areas on the underbody and inside fenders.
- Regular beach front usage: All exterior seams, joints and hardware should be coated with Toyota approved sealers. Examples are:
  - o Door seams.
  - o Engine compartment seams and hardware items.
  - o The area behind the grille.
  - o Inside door areas
  - Under hood and "roof-bow"

The sealer must be brushed into joints and seams.

- Regular and thorough cleaning is essential. For vehicles operating in muddy conditions, daily cleaning to remove salts and entrapped sand and mud is advised.
- Particular attention must be paid to seams and joints, flanges and any areas which form a natural trap for sand, mud and corrosive salts as a build-up of these materials acts like a sponge to retain moisture.
- In the case of vehicles subjected to heavy industrial fallout, organic acids, metallic dust and generally chemically polluted air, the vehicle must be washed down with a Toyota approved neutralising agent followed by a further neutralising rinse or wash.

#### COMPLAINTS

Contact the Administrator's Customer Care Centre 0860 123 329 (Monday to Friday from 7:30 to 17:00).

#### ADDITIONAL BENEFITS

#### **Toyota Roadside Assistance**

The Toyota Roadside Assistance service is applicable to all Toyota vehicles covered by a **Toyota Genuine Unlimited Warranty**.

The Roadside Assistance service is implemented to ensure carefree motoring. The meticulous quality control during the manufacturing of your vehicle makes it unlikely that you will experience a problem. However, if you do require assistance, help is only a phone call away.

#### Depending on your needs, the service provider will:

- Arrange a tow-in service to the nearest Toyota SA Authorised Dealer or Service Centre;
- · Convey a message to a relative or friend, if requested to do so;
- At your request, arrange for a rental car or hotel accommodation if your vehicle cannot be repaired within 24-hours.

If your vehicle is immobile or you experience a medical emergency, contact the following number:

Botswana, Eswatini, and Lesotho: +27 11 799 1640

South Africa: 0800 022 600 Toll Free (all hours)

0800 139 111 Toll Free

(Select option 5 from 08:30 to 16:30, option 1 after hours)

Namibia: +264 83 380 0174 or +27 11 799 1640

#### **PLEASE NOTE:**

- 1. The Roadside Assistance Service is applicable in South Africa, Botswana, Namibia, Lesotho, and Eswatini only.
- 2. The AA "Yellow" van is available in the following major cities: Johannesburg, Tshwane, Cape Town, Durban, East London, Port Elizabeth, Nelspruit, Bloemfontein, Pietermaritzburg, George, Polokwane, Rustenburg, and Brits
- 3. Certain terms, conditions and limitations apply. Contact the above numbers for details.
- 4. All medication costs will be for your own account.

#### WHEN CALLING FOR ASSISTANCE, YOUR VEHICLE MODEL AND VIN NUMBER WILL BE REQUIRED

Your vehicle's 17-digit VIN (Vehicle Identification Number) can be found either on the inside front cover or page 2 of your vehicle's "Toyota Book of Life", the top section of your vehicle's license disk or on the Manufacturer's plate located on the doorsill of the passenger's side front door.

#### Toyota Roadside Assistance Service offers the following:

- 1. In the event of your vehicle running out of fuel, the AA will dispatch a response vehicle with enough fuel to reach the closest petrol station (Maximum 10 Litres);
- 2. In the event of your vehicle having a flat tyre, the AA will dispatch a response vehicle;
- 3. In the event of your vehicle having a flat battery, the AA will dispatch a response vehicle to jump start your vehicle (excludes Hybrid batteries);
- 4. In the event of your vehicle's key being locked inside your vehicle, the AA will provide key lockout support to retrieve the keys from within your vehicle;
- 5. In the event of your vehicle experiencing a mechanical or electrical failure, rendering it immobile, the AA will dispatch a tow truck to tow your vehicle to the nearest Toyota SA Authorised Dealer or Service Centre. Where the AA has no fleet presence, an AA Accredited tow contractor will be made available to tow your vehicle to the nearest Toyota SA Authorised Dealer or Service Centre;
- 6. In the event of your vehicle breaking down and no AA response vehicle is available at that time to respond to the breakdown, an armed ADT Security response officer will be dispatched to secure the scene and wait with you until the necessary AA technical service responds to the call. The service is available in the major metropolitan areas of Johannesburg, Tshwane, Durban, and Cape Town. In the areas where ADT Security does not have a presence, the AA will attempt to dispatch the local police service to wait with you;
- 7. In the event that your vehicle has broken down more than 100 km's from your home, the AA will arrange for a 24-hour car rental to assist you in either completing your journey or return back home. The rental vehicle will be a Group B vehicle (subject to availability). The benefit is limited to a 200km radius and excludes deposits, fuel, toll, fines, and delivery costs. Additional km costs will be for the customers' account. The AA will not be liable for additional charges above the 24-hour car rental rate which is limited to R500 per incident. This service is subject to terms and conditions as set by the car rental company i.e., you must be in possession of a valid credit card and driver's license;
- 8. In the event that your vehicle has broken down more than 100 km's from your home, provided that you have elected to forfeit the 24-hour car rental option, arrangements will be made for overnight accommodation for the driver and a maximum of four passengers. A maximum of R 350 cover per person for one night's accommodation to be paid (max 5 people). (Client to pay for all cost and claim back from the AA post the event);
- 9. The AA provides 24-hour AA Mayday emergency medical access services for unforeseen medical emergencies that occur in the car, at home, at work or on holiday. The AA will arrange for emergency medical transportation, costs thereof will be covered by the customer's medical aid or at his/her own cost in the absence of medical scheme cover. Spouse and children can also be assisted, and the service is available in South Africa, Eswatini, and Lesotho.

#### **Vehicle Repatriation**

Should a vehicle need to be repatriated to the customer after repair, the AA will arrange 24-hour car hire (group B vehicle in order for the client to fetch the vehicle from the dealership. This service applies only if a valid towing case has been arranged via the AA call centre. (Client to pay for all additional rental costs).

# DISCLOSURES IN TERMS OF THE SHORT-TERM INSURANCE ACT, THE POLICYHOLDER PROTECTION RULES (SHORT-TERM),2017 AS AMENDED AND THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT

#### (hereinafter referred to as "THE FAIS ACT")

(This does not form part of the Insurance Contract)

#### **Toyota Genuine Unlimited Warranty**

As a short-term insurance policyholder or prospective policyholder, you have the right to the following information:

#### 1. CLAIMS

Please note that the procedure for instituting claims is included in your vehicle's **Toyota Genuine Unlimited Warranty**.

In the event of your claim being rejected and a claim rejection letter being sent to you, you have a period of 90 days in which to make a representation directly to the Insurer. Should you make a representation within the 90-day period, the Insurer has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation. Should you be dissatisfied with the Insurer's decision, you have a period of 6 months in which to institute legal action. You may also lodge a complaint with the National Financial Ombud Scheme on the details in 8 below.

#### 2. COMPLAINTS

Any complaints relating to your vehicle's **Toyota Genuine Unlimited Warranty** will be handled by the Administrator, whose complaints department can be contacted on the telephone number for customer care, as provided in your vehicle's **Toyota Genuine Unlimited Warranty**. Please note that the Administrator's complaints policy and procedure is available on the Administrator's website or from the Administrator by contacting the numbers listed in point 6 below.

#### 3. POLICY VARIATIONS

The Insurer reserves the right to vary, add, change, or amend the terms and conditions of your vehicle's **Toyota Genuine Unlimited Warranty** by giving 31 days written notice of its intention to do so. Any variations, changes or amendments will be binding on both the Insurer and you and can be applied at any time after written communication of these variations, changes or amendments have been sent to your last known address as it appears in our records at that time.

#### **4. THE INSURER** (Product Supplier)

The Insurer underwrites the benefits of your vehicle's **Toyota Genuine Unlimited Warranty**. Your vehicle's **Toyota Genuine Unlimited Warranty** conforms to the requirements of the Insurance Act 18 of 2017 (as amended) and in no way detracts from your legal rights.

#### **Guardrisk Insurance Company Limited**

Reg. No. 1992/001639/06 FSP No. 75

The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196

**Complaints Department:** 

Tel: (011) 669-1000 Fax: (012) 675-3856 Email: **complaints@guardrisk.co.za** 

**Compliance Department:** 

Tel: (011) 669-1104 Fax: (011) 669 2792 Email: **compliance@guardrisk.co.za** 

You can access Guardrisk's Complaints Resolution Policy at: www.guardrisk.co.za or

Email complaints@guardrisk.co.za

You can access Guardrisk's Conflict-of-Interest Management Policy at: www.guardrisk.co.za

#### **5. THE DEALER** (Intermediary)

If your vehicle's **Toyota Genuine Unlimited Warranty** was sold through a Dealership, the Dealer is required to make certain disclosures in terms of the FAIS Act. The Dealer should provide you with the details of the premiums, commissions and any monetary obligations assumed by you directly or indirectly when buying your vehicle's **Toyota Genuine Unlimited Warranty**.

#### 6. THE ADMINISTRATOR

#### Innovation FSP (Pty) Ltd

Reg. No. 1997/005662/07 VAT No. 4360174033 FSP No. 21468 155 West Street, Sandown, Sandton, 2031 Private Bag X99, Bryanston, 2021

Web: **innovation.group** 

Tel: 0860 21 0007 Fax: 0860 41 0007

#### **Conflict of Interest**

The Administrator has adopted a Conflict-of-Interest Policy which can be requested in writing to <a href="mailto:info@innovation.group">info@innovation.group</a>

#### **Compliance and Complaints Department:**

Tel: 0860 21 0007 Email: <a href="mailto:gatewavassist@innovation.group">gatewavassist@innovation.group</a>

The Administrator is an authorised Financial Services Provider in terms of the FAIS Act and is entitled to render intermediary services relating to short-term insurance category 1 in respect of personal and commercial lines. The Administrator, who has contractual relationships with different Insurers, holds professional indemnity and fidelity guarantee insurance.

In terms of the Financial Sector Conduct Authority's Third Party Cell Captive Conduct Standard it is a requirement to disclose the relationship between the cell owner, Toyota South Africa (Pty) Ltd (Toyota), and Guardrisk.

Please note that your vehicle's **Toyota Genuine Unlimited Warranty** is subject to a cell captive relationship between Guardrisk and Toyota, as a result of a shareholder and subscription agreement concluded between Guardrisk and Toyota, whereby Toyota is entitled to share in the profits and losses generated by the insurance business.

Therefore, your vehicle's **Toyota Genuine Unlimited Warranty** is subject to an arrangement whereby Guardrisk shares equity with Toyota through a shareholding arrangement and provides Toyota with a facility through which to write Toyota's own insurance risks.

#### 7. WARNING

Do not sign any blank or partially completed application forms and complete all forms in ink. If, however, any form is to be completed on your behalf by the Financial Service Provider, you must be satisfied to the accuracy and completeness thereof. Non-payment of your premium or any misrepresentations, incorrect information provided by you, or non-disclosure of any relevant facts, may influence the benefits you would have received in terms of your vehicle's **Toyota Genuine Unlimited Warranty** or could result in rendering your vehicle's **Toyota Genuine Unlimited Warranty** void.

#### 8. NATIONAL FINANCIAL OMBUD SCHEME

The Ombudsman is available to advise you in the event of claim problems, which are not satisfactorily resolved by the Insurance Intermediary, the Administrator and/or the Insurer.

Claremont Central Building, 6th Floor, 6 Vinyard Road, Claremont, 7708

Tel: 0860 800 900 Email: info@nfosa.co.za Website: www.nfosa.co.za

#### 9. THE FAIS OMBUDSMAN

The Ombudsman is available to advise you in the event of complaints which relate to advice and intermediary services rendered to you in terms of the FAIS Act and which have not been resolved to your satisfaction.

P.O. Box 41, Menlyn Park, 0063

Tel: (012) 762 5000 Sharecall: 0860 66 3274 Email: <u>info@faisombud.co.za</u>

#### 10. THE COMMISSIONER OF SHORT-TERM INSURANCE

#### **Financial Sector Conduct Authority**

P.O. Box 35655, Menlo Park, 0102 Tel: (012) 428 8000

Email: info@fsca.co.za

#### 11. THE INFORMATION REGULATOR

P.O. Box 31533, Braamfontein, Johannesburg, 2017

Tel: +27-010-023-5200 Cell: +27-082-746-4173

Email: POPIAComplaints@inforegulator.org.za

#### 12. FEES AND COMMISSION PAYABLE

Toyota Genuine Unlimited Warranty				
Underwriting Fee (Insurer)	3.00%			
Regulatory Binder Fee (Administrator)	15.00%			
Regulatory Intermediary Fee	12.50%			
Automotive Association Fee	Up to Maximum of 5% of premium			
Marketing Fee – Toyota	Up to Maximum of 10% of premium			
Total Premium	As Per Dealer Schedule			

#### (All premiums and commissions include VAT at ruling rate).

The premium amount due by you is payable in advance for the cover provided.

The fees and commissions are paid by the Insurer.

In terms of Binding General Ruling No.14 (BGR14), this document, together with proof of payment of the premium, constitutes a tax invoice, debit note and credit note as contemplated in sections 20(7)(a) and 21(5)(a) of the VAT Act.