

# FINANCE



TOYOTA

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

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[toyotafinance.com.au](http://toyotafinance.com.au)

  
*Oh what a feeling!*



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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 1800 176 837, 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 details (rego and VIN)
- 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 April 2016 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.

<b>Accident</b> means an impact or collision involving your Vehicle, or a theft, attempted theft or break-in of your Vehicle.
<b>Breakdown</b> means that your Vehicle is immobilised or unsafe to drive due to: <ul style="list-style-type: none"><li>– a mechanical or electrical fault</li><li>– a flat tyre or flat or faulty battery</li><li>– running out of fuel</li><li>– the keys being lost or locked inside your Vehicle.</li></ul>
<b>Dealer</b> means the Dealer, service facility or agent nominated by us.
<b>Home</b> means your Home or business address registered by you on the Toyota Extra Care Roadside Assist Program.
<b>Hybrid</b> means a vehicle that generates power from a combination of an engine and an electric motor.
<b>Theft</b> means any theft or attempted theft causing damage to your Vehicle.
<b>Vehicle</b> means the motor vehicle registered by you on the Toyota Extra Care Roadside Assist Program.
<b>We, Us and Our</b> means Toyota Finance, a division of Toyota Finance Australia Limited ABN 48 002 435 181, AFSL and Australian Credit Licence 392536.
<b>You or Your</b> 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.

## **Legal advice**

We can help with telephone legal advice that's available 24 hours a day on any matter regarding the use or ownership of your Vehicle. All the telephone advice provided is confidential and there are no consultation fees or telephone charges. However, this legal advice does not extend to providing written advice or the preparation of briefs to barristers, nor does it cover personal interviews.

## **Medical advice**

Enjoy the peace of mind of knowing the reliable help of a qualified nurse or doctor is only a phone call away, 24 hours a day, seven days a week. This Medical advice also covers any direct family member travelling with you, or who's staying at home whilst you're away travelling. We'll happily arrange these services for you, but please remember, all associated costs will be your responsibility.

## **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 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, 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 or an unserviceable spare tyre we can provide these additional services at your cost.

## **Emergency fuel**

If your Vehicle runs out of fuel, we'll provide enough fuel to get to the nearest available petrol station. In the case of LPG fuelled vehicles, we will tow you to the nearest LPG filling station. The delivery and cost of fuel is free when refuelling in a capital city or major regional town. However all costs incurred outside these areas are the driver's responsibility.



### **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. 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**

If your Vehicle has a Breakdown and has to be towed to the nearest Dealer, then we'll provide one taxi ride 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.

### **Breakdown transportation**

If your Vehicle suffers a Breakdown and cannot be started, then we'll transport it to the nearest Dealer to be repaired. If the Breakdown has occurred outside of the Dealer's business hours, your Vehicle will be stored securely then delivered to the nearest Dealer 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 where we have towed your Vehicle (at our choice). A limit of \$100 (including GST) per incident applies for transporting any caravans or trailers and any amount above this will be your responsibility.

## **Additional benefits under Roadside Assist PLUS**

### **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.

### **Holiday and transport rescheduling**

Following a Breakdown or Accident, we'll help cancel and rebook your pre-existing travel arrangements, including accommodation and flight reservations. Any rebooking or cancellation charges will be at your cost.

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

### **Emergency taxi**

If your Vehicle has a Breakdown and has to be towed to the nearest Dealer, then we'll provide one taxi ride 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 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. 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 value of \$300 (including GST). Any amount above this will be your responsibility.

## Personalised holiday planning

If you're taking a driving holiday, contact us and we'll help you to plan your trip, with colour maps of your chosen route, together with Dealer locations and contact details, points of interest and hotel contact details.

## Trip tracking facility

If you're taking a trip through remote Australian locations, you can use our 'trip tracking' facility. Before departing contact us on 1800 176 837 and we'll log your trip details, including details of all passengers.

Your progress can then be tracked each time you contact us at specified intervals of the trip. We'll also notify your nominated friends and family of your progress.





## 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 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 AGA Assistance Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance, under arrangement with Toyota Finance Australia Limited.

Toyota Extra Care is the product 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, the Dealer named in the Schedule 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 of interest to you. If you do not wish to receive any marketing information, you can opt out by:

**Phone:** 137 200

**Email:** [financeprivacy@toyota.com.au](mailto: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 [toyotafinance.com.au](http://toyotafinance.com.au). 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 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. A transfer fee will also apply. Please download a transfer form from our website at [toyotafinance.com.au](http://toyotafinance.com.au) or call us on 137 200 and we'll send you one.

## 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:** [tec.admin@toyota.com.au](mailto:tec.admin@toyota.com.au)

**Mail:** Toyota Finance Extra Care  
Locked Bag 980  
Milsons Point NSW 1565

**Web:** [toyotafinance.com.au](http://toyotafinance.com.au)



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**For emergency Roadside  
Assistance call 1800 176 837**

**Toyota Finance Extra Care**

Locked Bag 980, Milsons Point NSW 1565  
T 137 200 E [tec.admin@toyota.com.au](mailto:tec.admin@toyota.com.au)  
[toyotafinance.com.au](http://toyotafinance.com.au)