# TOYOTA SHIELD EXTENDED WARRANTY PLUS







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# **DEFINITIONS**

The following definitions apply to words used frequently in this Toyota Shield EW Plus Agreement:

#### YOU, YOUR

Means the Toyota Shield EW Plus Agreement Holder shown on the Toyota Shield EW Plus Agreement Application Form (the owner of the described vehicle).

#### WE, US, OUR

Means Borneo Motors (Singapore) Pte Ltd.

#### TOYOTA SHIELD EW PLUS AGREEMENT

Means the coverage as set out under the approved Toyota Shield EW Plus Agreement Application Form and in this Toyota Shield EW Plus Agreement, which You have received from Borneo Motors (Singapore) Pte Ltd to protect the Covered Vehicle.

#### TOYOTA SHIELD EW PLUS APPLICATION FORM

Means the document which must be attached to and forms part of this Toyota Shield EW Plus Agreement. It lists information regarding You, the Covered Vehicle, and other vital information. Please review the Toyota Shield EW Plus Agreement Application Form to confirm that the information is correct. If this information is not correct, contact the Aftersales Parts & Service Division of Borneo Motors (Singapore) Pte Ltd immediately.

#### **COVERAGE**

Means the eligible covered breakdown, as shown in the Coverage Information Section, which applies to the Covered Vehicle.

#### **BREAKDOWN**

Means the failure of a covered part under normal service. A covered part that has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

#### **COVERED VEHICLE**

The vehicle which is covered under the Toyota Shield EW Plus Agreement for Covered Mechanical Breakdown as described in this Toyota Shield EW Plus Agreement and is hereafter referred to as the "Covered Vehicle".

# **DEFINITIONS**

#### **BETTERMENT**

It is not the intention, implied or otherwise, of the repair to make new vehicles from old. Wear and tear deterioration arising for example through usage or age of the vehicle is therefore not covered by this Toyota Shield EW Plus Agreement. Where You require to replace parts or complete units e.g. exchange gearboxes, engines, differential units which in the sole opinion of Borneo Motors (Singapore) Pte Ltd are in excess of what necessary to rectify the fault then the difference in cost must be met by You. If in doubt, You should first consult the Service Advisor or Borneo Motors (Singapore) Pte Ltd.

#### MECHANICAL FAILURE

Mechanical Failure shall mean the inability of a component covered by this Toyota Shield EW Plus Agreement (hereinafter referred to as "the Covered Parts") to operate in accordance with the manufacturer's specifications as the result of a breakdown or electrical failure. Damage caused by an accident of any nature to the Covered Parts by/or resulting from such said damage is excluded from this Toyota Shield EW Plus Agreement. The wearing out of any of the Covered Parts caused by/or naturally resulting from ordinary use or working, or the gradual reduction in operating performance commensurate with the age and mileage of the vehicle is excluded.

#### **PREMIUM**

The amount paid by you as consideration for the Toyota Shield EW Plus Agreement which excludes any associated administrative fees and Goods and Services Tax.

# **ELIGIBILITY**

The Toyota Shield EW Plus Agreement is available to all Toyota Passenger Cars purchased from Borneo Motors (Singapore) Pte Ltd.

#### **EXCLUSIONS ON ELIGIBILITY**

- All vehicles more than 3,500 kg Gross Vehicle Weight (G.V.W).
- Rare, customer, or limited production (exotic models).
- Grey market vehicles not sold by Us or water-damaged vehicles.
- Vehicles with alterations or modifications of any nature not approved by Us. All vehicles must have standard Borneo Motors or Factory Installed Equipment.
- Any vehicle which is, has been or will be used for competitive driving, racing, off-road use, hire to the public, delivery, rental or commercial\* purposes, pool cars or as an emergency vehicle.

\*A commercial vehicle is defined as any vehicle used in the act of business or trade where the vehicle is used in wholesale or retail delivery, emergency use, or ride hailing services for other business purposes. Examples shown include Government vehicle, police car, taxi, tow truck, or any private hired vehicle titled to a business where there is more than one driver.

# **COVERAGE TERM**

The Coverage Term of the Toyota Shield EW Plus Agreement shall commence from the commencement date indicated in the application form and expires after 24 months from the date of commencement.

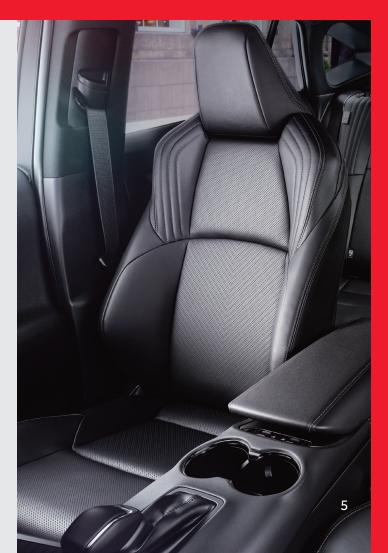
- For the vehicles below 60 months from the date of first Registration, the coverage under Toyota Shield EW Plus Service Agreement shall commence after the cessation of the Toyota Shield Agreement, or when vehicle reaches 60 months from date of registration and expires at the end of 84<sup>th</sup> month from the date of registration with no limitation on mileage.
- For the vehicles above 60<sup>th</sup> months from the date of first registration, the coverage under Toyota Shield EW Plus Service Agreement shall commence from the day of purchase of Toyota Shield EW Plus Service Agreement and expires at the end of the 24<sup>th</sup> month with the mileage capped at 30,000km per annum and the total mileage over the 2-year period must not exceed 60,000km. No claims are to be made for the first 30 days after the purchase of Toyota Shield EW Plus Service Agreement.

# **VEHICLE MAINTENANCE**

We strongly recommend that your vehicle be serviced and/ or repaired by a professional servicing workshop such as Borneo Motors (Singapore) Pte Ltd, which is an authorised Toyota workshop, in accordance with the manufacturer's recommendations of every 6 months or 10,000km travelled, whichever comes first. A maximum of 1,000km above the service mileage limits or 30 days above the service period (whichever is the sooner) is permitted. We will not be responsible for ensuring that the professional servicing and repair records of your vehicle would be complete in order for your coverage to apply otherwise. For the avoidance of doubt, Borneo Motors (Singapore) Pte Ltd will not be responsible for any damages arising out of maintenance, servicing, repairs or parts replacement carried out by third party workshops.

The Warranty under this Toyota Shield EW Plus Agreement shall become void in the event:

- a. that the maintenance guidelines above are not complied with
- b. any alterations or modifications are done to the vehicle not in accordance with the Manufacturer's recommendations.
- c. if the vehicle has been used for competitive driving, racing, off-road use, hire to the public, delivery, rental or commercial\* purposes, pool cars or as an emergency vehicle.
- d. if the vehicle is water damaged.



# **GENERAL PROVISIONS**

This Toyota Shield EW Plus Agreement is between You and Us, and is subjected to all the Terms and Conditions contained herein.

#### 1. COVERAGE

Toyota Shield EW Plus coverage will strictly be the components indicated in the "What is Covered" section. In no event shall Borneo Motors (Singapore) Pte Ltd's obligations to administer claims extend beyond the term of coverage as shown on the approved Toyota Shield EW Plus Agreement Application Form.

#### 2. TERRITORY

This Toyota Shield EW Plus Agreement applies only to repairs carried out within Singapore by Borneo Motors (Singapore) Pte Ltd.

#### 3. LIMITS OF LIABILITY

- a. **Per Repair Visit** Our liability for any one (1) repair visit shall in no event exceed \$10,000.
- Mileage The mileage will be capped at 30,000km per annum. The total mileage over the 2-year period must not exceed 60,000km.
- c. Aggregate The total of all benefits paid or payable while this Toyota Shield EW Plus Agreement is in force shall not exceed the market value of the Covered Vehicle (excluding Taxes and Certificate of Entitlement).

#### 4. APPRAISAL

If either party fails to agree as to the amount of the repair claim, We or You may demand an appraisal of the repair claim. In such event and if mutually agreeable, each party shall select a competent appraiser. The appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the amount of the repair claim, and failing to agree, shall submit their differences to the umpire. The umpire shall determine the amount of the repair claim. Each party shall pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. We shall not be held to have waived any of our rights by act related to the appraisal.

#### 5. CHANGES

No changes may be made in the Toyota Shield EW Plus Agreement unless approved by Us in writing. None of our representatives has the authority to change or waive any provision of this Toyota Shield EW Plus Agreement.

# **GENERAL PROVISIONS**

#### 6. REPRESENTATIONS

By acceptance of this Toyota Shield EW Plus Agreement, You agree that the statements on the Toyota Shield EW Plus Agreement Application Form are true and accurate and that this Toyota Shield EW Plus Agreement is issued in reliance upon the truth of those statements.

#### 7. OUR RIGHT TO RECOVER PAYMENT

If we pay anything under this Toyota Shield EW Plus Agreement and You have a right to recover against another party, Your rights shall become Our rights. You shall do whatever that is necessary to enable Us to enforce these rights against the other party including the right to use your name to commence legal proceedings against the other party.

#### 8. JURISDICTION

This Toyota Shield EW Plus Agreement shall be governed by and construed in accordance with laws of the Republic of Singapore.

# 9. REPAIR PROCEDURE FOR COVERED BREAKDOWN:

Contact Borneo Motors Service Centre and ask for a Service Advisor

- State that your vehicle is covered by a Toyota Shield EW Plus Agreement.
- Provide the following information to the Service Advisor:
   Your Name, Telephone Number, Vehicle Registration
   Number, Await instructions from the Service Advisor.
- Take your vehicle to Borneo Motors Service Centre as instructed by the Service Advisor.
- In the case whereby the vehicle breaks down outside Singapore, it is Your responsibility to transfer the vehicle back to Borneo Motors (Singapore) Pte Ltd at your own cost to effect the covered repair.
- Request for estimate of repair costs which may not be covered by the Toyota Shield EW Plus Agreement.
- If the claim is valid, Borneo Motors (Singapore) Pte Ltd will issue authorisation for repairs to proceed. No repairs are to be commenced until authorisation is given and claim administration fee is agreed upon.
- Complete and sign the repair invoice or claim form and pass it to the Service Advisor after the repairs have been carried out.

# **GENERAL PROVISIONS**

#### 10. TRANSFER OF YOUR EW PLUS AGREEMENT

This Toyota Shield EW Plus Agreement is transferable. In the event that the covered vehicle is sold or used as a trade-in with a Car Dealer, or is repossessed, or declared a total loss, this Toyota Shield EW Plus Agreement shall terminate forthwith and will not be eligible for transfer.

Subject to compliance of the terms of this Toyota Shield EW Plus Agreement, the Toyota Shield EW Plus Agreement on the Covered Vehicle may be transferred to a purchaser with whom you have transacted via private sale to another private owner, or sell/trade in to Borneo Motors (Singapore) Pte Ltd where you purchased the Vehicle while this Toyota Shield EW Plus Agreement is still in force.

The transfer of this Toyota Shield EW Plus Agreement can be done only if the transfer request is made by the new Vehicle owner within Fifteen (15) Days of the sale or transfer of the Covered Vehicle to Aftersales Parts & Service Division, Borneo Motors (Singapore) Pte Ltd service centre, together with payment of S\$108 (inclusive of GST) payable to Borneo Motors (Singapore) Pte Ltd.

The transfer will only be effective upon Borneo Motors (Singapore) Pte Ltd's approval. This Toyota Shield EW Plus

Agreement can only be transferred once. This Toyota Shield EW Plus Agreement is not transferrable from one vehicle to another.

#### 11. TERMINATION

Borneo Motors (Singapore) Pte Ltd reserves the right to terminate the Toyota Shield EW Plus Agreement in the following circumstances:

- Material misrepresentation or fraud on Your part.
- Violation of any of the terms and conditions contained herein.
- Misrepresentation in the submission of repair claim.



# WHAT IS COVERED

The coverage of the program is based on the items listed below, with the exception of the items that are excluded. Please refer to the "What Is Not Covered" Section for a list of items that are excluded.

#### **ENGINE - MECHANICAL**

All internal lubricated parts contained within the cylinder block and head(s) as listed below:

Balance shafts, balance shaft bearings, camshaft, bearings and followers, camshaft timing sprockets, variable valve timing mechanism, connecting rods and bearings, crankshaft and main bearings, cylinder block, cylinder heads, front shaft drive pulley, oil pan, oil pump, pistons, piston rings and pins, push rods, rocker arms, shafts, bushings, timing gears, guides and tensioners, timing chain and timing belt\* (breakage only), timing chain vibration damper, timing chain cover, valves, valve cover, valve guides, lifters, springs and seats, flywheel, flywheel ring gear, flex plate (breakage only), manifold, intake, turbocharger and supercharger unit (factory fitted).

#### **ENGINE - FUEL SUPPLY SYSTEM**

Fuel system, fuel lines, tank and sender unit, mechanical/ electrical fuel pump, fuel filter (due to fuel system components defect), carburetor, fuel injectors, diesel injectors and lines, diesel injector pump, electronic fuel injection system components and electrical circuits and diesel lift pump.

#### **ENGINE - COOLING SYSTEM**

Radiator, radiator fan, radiator cooling fan resistor, radiator fan clutch, viscous coupling or motor, thermostat, thermostat housing, water pump, oil cooler and coolant level sensor.

#### TRANSMISSION (Automatic, Manual and CVT)

All internally lubricated parts contained within transmission and transfer case, as listed below:

Shafts, gears, selectors, bearings, pumps, gear shift cable, governor assembly, release hubs and bearings, torque converter, housing/cases and oil pan, differential gear assembly, shift solenoid valves, automatic transmission fluid temperature sensor, vehicle speed sensor, park/neutral position switch, gear range position sensor, vacuum modules and automatic transmission fluid cooling units.

<sup>\*</sup>Timing Belt covered provided that the last due change of the belt has taken place as specified by the manufacturer's schedule (proof required).

# WHAT IS COVERED

#### **DRIVE AXLE (FRONT AND REAR)**

Internally lubricated components contained within drive axle as listed below:

Oil pan and axle drive housing, bearings (wheel bearings excluded), drive shaft/propeller shaft, constant velocity joints (excluding drive shaft boots kit wear and tear), universal joints and couplings, locking hubs and automatic front locking hubs (four-wheel drive vehicles).

\*Wheel bearings are not covered.

#### **STEERING**

Idler arm, linkages and couplings, power steering reservoirs, pulley assembly, power steering pump, steering rack and pinion housing, manual and power (includes all internal parts, excluding boot kit), steering gear box, power steering, electric assisted sensor and motor.

#### FRONT & REAR SUSPENSION

Upper and lower control arms (excluded in the event of bushings\* wear and tear), control arms shafts, upper and lower ball joints, stabiliser bars, tie rods, MacPherson struts, spindle and spindle supports, king pins/ball joints and bushings, linkage, damping springs, wheel hub and bearing coil, leaf spring and torsion bar electronic control system.

\*Suspension bushings and shock absorbers are not covered.

#### **BRAKES**

Anti-lock brake module, pump and sensors (ABS - factory fitted), backing plates, power brake booster, calipers and seals, combination valve, lines and fittings, master cylinder, parking brake linkage and cables, handbrake components, retainers and clips, self adjusters, shaft, brake pedal, park brake return springs, self-adjusters and springs and wheel cylinders.

#### **BRAKES - HYDRAULIC**

Master cylinder, brake booster, wheel cylinders, compensating valve, brake hydraulic lines and fittings.

#### **BRAKES - ABS**

All components of ABS System.

# WHAT IS COVERED

#### **ENGINE - ELECTRICAL AND ELECTRONIC**

Alternator, starter motor and solenoid voltage regulator, cruise control, distributor assembly, ignition coils and cables, electronic control ECUs, sensors and actuators.

#### **ELECTRICAL**

Electrical components and electrical circuits, electronic ignition module, automatic glare-resistant EC mirror, heated back glass (electrical only - not glass damage or breakage), manually operated electric switches, power antenna, power door locks, remote control components and circuits, power seat motors, power window motors/regulators, wiper motors, wiring harness, electronic control ECUs, ultrasonic sensors, sensor and actuators, ignition switch and lock cylinder, washer pump and switch, all electrical lightings and circuits, sealed beams, combination meter, HID Headlamp (excluding bulbs), LED light component (excluding bulbs) and power mirror (including anti-glare EC mirror).

#### **TURBOCHARGER** (Factory fitted)

Turbo unit, wastegate and actuator, metal pipes.



# WHAT IS NOT COVERED

Any items not listed under the "What Is Covered" Section.

Incidental or consequential damages or loss caused by breakdown of components (or otherwise) including property damage, personal injury, inconvenience, loss of vehicle use, damage to a covered part by a non-covered part and damage to a non-covered party by a covered part.

# BREAKDOWNS DUE TO INHERENT DESIGN AND MANUFACTURING DEFECTS

Repairs covered by any Manufacturer's Factory Warranty or Manufacturer's Emission Warranty on the covered vehicle (whether or not transferred with the vehicle), manufacturer's recall or factory bulletins, breakdowns of components caused by a defect the manufacturer has publicly announced it would correct, but which you failed to have corrected. Commercial use is excluded and will void coverage under this Toyota Shield EW Plus Agreement.

Repairs required because of collision, abuse, overheating or operation without proper lubrication or coolant, road conditions, abuse, negligence, alterations, racing, accidents, fires, floods, riots, acts of God, vandalism, upset, theft, lack of reasonable and proper maintenance, abuse through towing or improper load capacity, abuse through continued operation of an impaired vehicle, or any other losses normally covered by casualty insurance. Repairs beyond those required to correct

the covered failure. Repairs of components which have been modified or added to the vehicle after purchase, any repairs on vehicles whose mileage has been altered or whose odometer has been tampered with. The total benefits payable under this Toyota Shield EW Plus Agreement shall not exceed the price paid for the vehicle (excluding Taxes and Certificate of Entitlement). Repairs done other than by Borneo Motors (Singapore) Pte Ltd are excluded unless you obtain a written waiver to this condition from the Responsible Party. Any Roadside Assistance services obtained are excluded. Towing services associated with accidents or vandalism is excluded. Other expenses associated with travel arrangements, food, lodging and miscellaneous expenses are excluded.

Any manufacturer's required maintenance and wear and tear items are excluded.

# WHAT IS NOT COVERED

#### **SYSTEMS**

#### AIR CONDITIONING SYSTEM

Air-con speed control switch/system and pulley bearing, air-con blower, clutch and clutch bearing, condenser, compressor, compressor seals, evaporator, field coil and pulley, air-con lines and hoses expansion valve, receiver dryer due to system component defect, oil and refrigerant due to system component defect and air-con electrical circuit and components air-con cooling front motor.

#### HYBRID SYSTEM

HV Battery system, HV ECU, Hybrid transaxle, inverter, converter, HV reserve tank and power cable.

#### EXHAUST AND EMISSION CONTROL SYSTEM

Manifolds, exhaust pipes, mufflers, catalytic converter and exhaust emission control system components.

#### SUSPENSION SYSTEM

Suspension bushings and shock absorbers.

#### MAINTENANCE SERVICE

- Engine tune-up
- Wheel alignment, balance and tyre rotation
- Brake and clutch inspection and adjustment
- Inspection and adjustment of linkage of various parts
- Drive belt inspection and adjustment
- Fuel system cleaning
- Cooling system cleaning
- Carbon and sludge removal
- Other similar maintenance service ordinarily needed with vehicle usage

#### **INCIDENTAL COSTS**

Expenses and loss sustained in connection with Service Agreement repairs such as telephone, accommodations, car rental and business or time lost.

#### **NOISE AND VIBRATION**

Noise and vibration originated from normal operation of the vehicle as the result of vehicle characteristic, aerodynamic design, cross wind, road condition, suspension and steering contact noise, squeaks from brake and interior parts contact and wheel bearing noise.

# WHAT IS NOT COVERED

# NON-WARRANTABLE PARTS AND MATERIALS WHICH ARE REPLACED AS MAINTENANCE SERVICE ARE:

- Bulbs
- Fuses
- Drive belts
- Spark plugs
- Brake pads
- Brake shoes
- Brake linings
- Clutch liningsBattery
  - (not applicable to hybrid battery)

- Transmitter battery
- Air-con filter
- Air filter
- Fuel filter and strainer
- Oil filter
- Air-con cooler refrigerant
- Fluids
- Fuel
- Lubricant additives
- Oil and grease

#### MAINTENANCE/WEAR AND TEAR ITEMS

Rubber parts, rubber hoses, vacuum pipes, beltings and pulley bearings, timing belt, tensioner, wiper blades rubber, and bearings, drive shaft dust covers and steering dust covers. Engine mountings, wheel bearings, disc rotors and drums, disc pads and shoes, clutch covers, clutch discs and release bearings, wiper arms and blades, lens and reflectors, clips and retainers, bushings and hoses.

#### **EXTERIOR**

Service adjustments (glass and body parts), bright metal, bumpers, body panels, door handles, hinges, glass, mouldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, sideview mirrors, air and water leaks, weather-strip, wheel covers / ornaments and wind noise. Physical damage, alignment or bumper, body parts, lamps and lens casings.

#### INTERIOR

Buttons, carpet, dash pad, door and window handles, knobs, rearview mirror (glass and housing breakage), trim and upholstery. Non-factory fitted or Non-Borneo Motors-fitted supplied radios, audio systems, video systems, satellite navigation systems, graphic equalisers, speakers, cellular telephones, theft deterrent systems and radar detectors. Normal Wear and Tear is not covered.

#### **CONCURRENT FAILURE**

Any items that function in a pair or set that fail concurrently will not be covered. These failures are considered as natural wearing out and not premature defects.

#### **TOYOTA GENUINE ACCESSORIES**

All Toyota Genuine Accessories will not be covered.

#### TRD PARTS AND ACCESSORIES

All TRD Parts and Accessories will not be covered.

## PRIVACY POLICY

#### **DISCLOSURE**

In providing you with a product or service, we may sometimes need to disclose your Personal Data to others. It is generally not our policy to disclose your Personal Data to external organisations unless we have your consent and/or are required to disclose your Personal Data as required in the normal course and scope of our business in the provision of our services to you, and/or for contractual, legal and regulatory requirements. Some examples of the types of external organisations we may need to disclose information to in the course of providing a product or service are:

- Land Transport Authority (LTA)
- related Inchcape affiliates and companies
- BMS dealers, where applicable
- insurance, banks and financial institutions and such of their agents
- other companies or individuals, including legal counsel and information technology service providers, who assist us in providing services or who perform functions on our behalf (e.g., mailing houses of letters or printers for our marketing materials) who are contract bound to comply with our Privacy Policy and that of the Personal Data Protection Act 2012 (Act 26 of 2012).

Those external organisations are not authorised by us to use your Personal Data for anything other than the purpose(s) for which we supplied that data to them. Some of our information technology service providers are located overseas and, as a result, Personal Data collected and held by us may be transferred overseas

Unless otherwise required or permitted by law, we will only disclose your Personal Data with your consent (implied or expressed), and we will also take reasonable steps to ensure the external organisation to whom we have disclosed your information are also legally bound to protect the privacy of your Personal Data.

## **PRIVACY POLICY**

#### THIRD PARTY WEBSITES

Our website may contain links to other websites which are owned or operated by third parties independent of BMS including websites owned or operated by BMS dealers and by our service providers. Those websites should contain their own privacy statements and their owners or operators are responsible for informing you about their security and privacy practices. BMS will not be responsible for the privacy policies and practices of other websites even if you access them using links from our websites and recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions. In additions, if you are linked to our websites from a third-party website, BMS cannot be responsible for the privacy policies and practices of the owners or operators of that third-party site and recommend that you check the policy of that third-party site and contact its owner or operator if you have any concerns or questions.

For more details on our Personal Data Protection & Privacy Policy, please refer our website at https://www.inchcape.com.sg/privacy-policy.





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