

SERVICE AGREEMENT



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TOYOTA SHIELD SERVICE AGREEMENT

The Toyota Shield Service Agreement (TSS Agreement) is designed to give you extra motoring protection. The best way to achieve this is to offer you the benefits of this extended warranty.

Your vehicle has been checked and serviced to ensure that it meets Toyota's high standards before delivery, and you can be confident that should it be necessary, Borneo Motors (Singapore) Pte Ltd will carry out warranty-related repairs to these same standards.

The benefits you receive are linked to a labour and parts program which covers the majority of repair bills that car owners face today. These warranty repair bills would, as far as practicable, fall within the limits of this TSS Agreement.

You will find all the other information you need about your TSS Agreement in this document, and we recommend that you read it carefully.



DEFINITIONS

Borneo Motors (Singapore) Pte Ltd's obligations to perform under this TSS Agreement is underwritten and administered by the Insurer.

The following definitions apply to words used frequently in this TSS Agreement:

YOU, YOUR

Means the TSS Agreement Purchaser/Holder (the owner of the described vehicle) or the person to whom this TSS Agreement was transferred under the transfer provisions of this TSS Agreement.

WE, US, OUR

Means Borneo Motors (Singapore) Pte Ltd.

TOYOTA SHIELD SERVICE AGREEMENT

Means the Coverage as set out in this TSS Agreement, which You have received from Borneo Motors (Singapore) Pte Ltd to protect Your vehicle.

COVERAGE

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

THE VEHICLE RETAILER

Borneo Motors (Singapore) Pte Ltd, 2 Pandan Crescent, Inchcape Centre, Singapore 128462. The Company who sold the vehicle and this TSS Agreement to You.

THE COVERED VEHICLE

The vehicle purchased from the vehicle dealer which is covered under TSS Agreement for Covered Mechanical Breakdown as described in this TSS Agreement Booklet and is hereafter referred to as "The Covered Vehicle".

DEFINITIONS

BETTERMENT

It is not the intention, implied or otherwise, of the warranty to make new vehicles from old. Wear and tear deterioration arising for example through usage or age of the vehicle is not therefore covered by this TSS 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 TSS 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 TSS 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.

TOYOTA EXTENDED WARRANTY

ELIGIBILITY

The TSS Agreement is available to:

Toyota Passenger Cars purchased from Borneo Motors (Singapore) Pte Ltd.

EXCLUSIONS ON ELIGIBILITY

- All vehicles more than 3,500kg Gross Vehicle Weight (G.V.W)
- Rare, customer, or limited production (exotic models)
- Grey market vehicles or water-damaged vehicles
- Vehicles with alterations or modification. 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 for other business purposes. Examples shown include Government vehicle, police car, private hire, taxi, tow truck, or any vehicle titled to a business where there is more than one driver.*

COVERAGE TERM

(See coverage term that is applicable that is agreed upon signing up)

5 YEAR EXTENDED WARRANTY shall commence from the day of expiry of the Manufacturer's Warranty (3 years or 100,000km, whichever comes first) and expires at the end of 60th month from the date of the vehicle's first registration with no limitation on vehicle mileage.

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 recommendation and in intervals of every 6 months or 10,000km travelled, whichever comes first. (A maximum of 1,000km travelled or 45 days either side of 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 TSS Agreement shall become void in the event:

- a. that the maintenance guidelines above are not complied with.
- b. maintenance records and invoices from date of sale supported by receipts indicating dates, mileage and services performed are not available upon request.
- c. any alterations or modifications are done to the vehicle not in accordance with the Manufacturer's recommendations.
- d. 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.
- e. if the vehicle is water damaged.

GENERAL PROVISIONS

This TSS Agreement is between You, and Us and is subjected to all the Terms and Conditions contained herein.

1. LIMITS OF LIABILITY

- a. **Per Repair Visit** – Our liability for any one (1) repair visit shall in no event exceed the fair market value of Your vehicle at the time of said repair visit.
- b. **Aggregate** – The total of all benefits paid or payable while this TSS Agreement is in force shall not exceed the retail price You paid for your vehicle (excluding Taxes and Certificate of Entitlement)

2. COVERAGE

Coverage extends beyond the Manufacturer's labour and parts Warranty. Borneo Motors (Singapore) Pte Ltd's obligation to administer claims on labour and parts coverage will commence upon expiration of the shortest portion of the Manufacturer's labour and parts Warranty. Borneo Motors (Singapore) Pte Ltd's obligations to administer claims shall extend only for the duration of the term of coverage which expires at the end of 60th month from the date of the vehicle's first registration with no limitation on vehicle mileage.

3. TERRITORY

This TSS Agreement applies only to warranty repairs carried out within Singapore by Borneo Motors (Singapore) Pte Ltd.

4. CANCELLATION OF YOUR TSS AGREEMENT

Borneo Motors (Singapore) Pte Ltd reserves the right to cancel the TSS 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.

GENERAL PROVISIONS

5. 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 even 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 appraisers shall select 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 appraisal.

6. CHANGES

No changes may be made in the TSS Agreement unless approved by Us in writing. None of our representatives have the authority to change or waive any provision of this TSS Agreement.

7. REPRESENTATIONS

By acceptance of this TSS Agreement, You agree that the statements on the TSS Agreement Booklet are true and accurate and that this TSS Agreement is issued in reliance upon the truth of those statements.

8. OUR RIGHT TO RECOVER PAYMENT

If We pay anything under this TSS Agreement and You have a right to recover against another party, Your rights shall become Our rights. You shall do whatever 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.

9. JURISDICTION

This TSS Agreement shall be governed by and construed in accordance with laws of the Republic of Singapore.

GENERAL PROVISIONS

10. REPAIR PROCEDURE FOR COVERED BREAKDOWN:

- Contact Borneo Motors Service Centre and ask for a Service Advisor.
- State that your vehicle is covered by a TSS Agreement.
- Provide the following information to the Service Advisor:
 - Your Name
 - Your Contact Number
 - The Vehicle Registration Number
- Await instruction 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 TSS 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.
- Complete and sign the repair invoice or claim form and pass it to the Service Advisor after the repairs have been carried out.

WHAT IS COVERED

This plan covers the mechanical failures of items listed in this “What Is Covered” section. Please refer to the “What Is Not Covered” section for a list of items that are excluded.

ENGINE – MECHANICAL

Factory-installed turbocharger or supercharger units. All internal lubricated parts, cylinder block and heads, flywheel/ring gear, oil pan and oil pump, timing gears and chain, valve covers, water pump, timing belt and support bearing (due to premature failure) engine mountings, distributor cap and rotor, distributor housing and shaft.

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, diesel lift pump.

ENGINE – COOLING SYSTEM

Radiator, radiator fan and fan relay, radiator clutch and motor, belt tensioner, thermostat, thermostat housing, engine coolant (due to cooling system component defect), water pump, water hose (premature failure/defect).

HYBRID SYSTEM *(For Hybrid Vehicles Only)*

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

ENGINE – EXHAUST AND EMISSION CONTROL SYSTEM

(due to premature failures)

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

ENGINE – ELECTRICAL AND ELECTRONIC

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

TRANSMISSION

All internal parts, torque converter, transfer case, transmission case, oil pan, electronic system (ECT), gear shift mechanism, clutch cover, disc and release bearing (due to premature failure), external transmission module and transmission mounts.

WHAT IS COVERED

FRONT-WHEEL DRIVE

Axle shafts, final drive housing and internal parts, front-wheel bearings, locking rings and automatic front locking hubs (four-wheel drive vehicles), universal and constant velocity joints.

REAR-WHEEL DRIVE

Axle shafts, drive axle housing and internal parts, drive/propeller shaft, central bearing, rear wheel bearings, retainers, universal and constant velocity joints.

STEERING – MECHANICAL

All internal parts contained within the steering gear box, gear housing, steering linkages and joints, main and intermediate shafts, couplings, steering column.

STEERING – HYDRAULIC

Power steering pump, power steering hoses, control valve and cylinder, cooler and cooler lines.

STEERING – ELECTRICAL AND ELECTRONIC

Tilt mechanism, electronic control and memory system, cruise control components and electrical circuits.

FRONT AND REAR SUSPENSION

Upper and lower control arms, control arms shafts and brushings, upper and lower ball joints, stabiliser bars, tie rods, MacPherson struts, spindle and spindle supports, king pins/ball joints and bushings, linkage/bushing and bearing, damping springs, wheel hub and bearing coil, leaf spring and torsion bar electronic control system.

BRAKES – MECHANICAL

Disc rotors and drum (due to material defect e.g. crack), disc pads and shoes (due to material defect), disc brake calipers, backing plates, clips and retainers, handbrake components, parking brake linkage and cables, self-adjusters and springs.

BRAKES – HYDRAULIC

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

BRAKES – ABS

All components of ABS System.

WHAT IS COVERED

AIR CONDITIONING SYSTEM

Both factory-fitted and Borneo Motors-fitted. 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), air-con cooling front motor and air-con electrical circuit and components.

FACTORY AUDIO / VIDEO SYSTEM

Both factory-fitted and Borneo Motors-fitted audio system, CD changer, radio, amplifier, tape player (if applicable), graphic equaliser, speaker system and GPS Navigational System (excluding software).

SAFETY ITEMS

Front and rear seat belts and mechanism seat belt pre-tensioners, air-bags components and electrical circuits.

ELECTRICAL

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

TOWING CHARGES

Due to breakdown of covered components (within Singapore).

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 extended service 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 TSS Agreement shall not exceed the retail price paid for the vehicle (excluding Taxes and Certificate of Entitlement). Repairs done other than Borneo Motors (Singapore) Pte Ltd are excluded from cover under the TSS Agreement 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

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

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, side view mirrors (glass and housing breakage), air and water leaks, weather-strip, wheel covers/ornaments and wind noise. Physical damage, alignment or bumper, body parts, lamps and lens casings.

Non-Warrantable Parts and Materials which are replaced as maintenance service are:

- Bulbs
- Battery (*not applicable to hybrid battery*)
- Fuses
- Transmitter battery
- Drive belts
- Air filter
- Spark plugs
- Air-con filter
- Brake pads
- Air-con cooler refrigerant
- Brake shoes
- Fluids
- Brake linings
- Fuel
- Clutch linings
- Lubricant additives
- Fuel filter
- Oil and grease
- Oil filter

Notes: The TSS Agreement shall not cover the above except in the event of any replacement and replenishment which is considered necessary to effect this TSS Agreement's covered repairs.

WHAT IS NOT COVERED

INTERIOR

Buttons, carpet, dash pad, door board and instruments indicators, de-colouration, fading deformation of seat materials, interior upholstery, other trims and upholstery, door and window handles, knobs, rear-view mirror (glass and housing breakage). Non-factory fitted or Non-Borneo Motors-fitted supplied radios, tape players, compact disc players, graphic equalisers, speakers, cellular telephones, theft deterrent systems, non-factory fitted ultrasonic sensor and radar detectors. Normal Wear and Tear is not covered.

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.

NORMAL WEAR AND TEAR

Rubber hoses, vacuum pipes, beltings and pulley bearings, timing belt, tensioner, wiper blades, clutch disc cover and bearings, shock absorber, suspension rubber bump and stopper, drive shaft dust covers and steering dust covers.

CONCURRENT FAILURE

Any item 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. Examples include left and right front/rear of shock absorbers, bearings, bushings, mountings etc.

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 to our website at <https://www.inchcape.com.sg/privacy-policy>*



ELIGIBILITY OF TRANSFER

TRANSFER OF YOUR TSS AGREEMENT

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, or when You give a notice of cancellation, this TSS Agreement shall terminate forthwith and will not be eligible for transfer.

Subject to compliance of the terms of this TSS Agreement, the TSS 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 TSS Agreement is still in force.

The transfer of this TSS Agreement 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\$107 (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 Extended Protection Agreement can only be transferred twice. This TSS Agreement is not transferrable from one vehicle to another.

TRANSFER OWNERSHIP INSTRUCTIONS

Subject to the eligibility of transfer of this TSS Agreement, the following procedures will have to be complied with for the transfer of this TSS Agreement on the Covered Vehicle:

1. The new Vehicle owner shall Proceed to Borneo Motors (Singapore) Pte Ltd service centre together with the following documents for verification purposes:
 - New vehicle owner's NRIC or Passport,
 - Vehicle Log card or "Notification on Transfer of Ownership for Vehicle" Letter from LTA.
2. The new Vehicle owner shall complete the Vehicle Ownership/ Personal Particulars Update Authorisation Form provided by the Service Advisor.
3. A non-refundable administration fee of S\$107 (inclusive of GST) is payable to Borneo Motors (Singapore) Pte Ltd.

In order for the new Vehicle owner to receive benefits under this TSS Agreement, the new Vehicle owner is required to comply with all the terms of this TSS Agreement.



Inchcape

**Borneo
Motors**

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