

TOYOTA ROADSIDE ASSISTANCE

TERMS AND CONDITIONS



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TERMS AND CONDITIONS OF TOYOTA ROADSIDE ASSISTANCE SERVICE

1. Interpretation

1.1 In this document the following expressions have the following meanings:

Assistance Period	<p>The period during which We will provide Assistance Services, being the period of Your Membership of Toyota Roadside Assistance Service.</p> <p>(Notes: (1) The Assistance Period for new Eligible Vehicles is 1 year from the date of the first registration of the vehicle in the United Kingdom by the Driver and Vehicle Licensing Agency. (2) The Assistance Period for used Eligible Vehicles is the period as notified in Our Confirmation of Your Membership.</p>
Assistance Services	<p>The provision of the Home Start Service, the Roadside Assistance Service, or the European Roadside Assistance Service.</p>
Authorised Driver	<p>Any person driving the Eligible Vehicle with Your permission and with the legal right to do so at the time of the Breakdown.</p> <p>Note. (1) This includes Your Partner. (2) The Authorised Driver must be licensed and insured to drive the Eligible Vehicle. (3) We may contact You to verify that a person has Your permission to drive the Eligible Vehicle.</p>
Breakdown	<p>An unforeseen event when an Eligible Vehicle is immobilised as a result of the failure of a mechanical or electronic part or system or combination thereof (including any manufacturer's accessory); a puncture; a lock out; theft; attempted theft; vandalism or a lack of fuel, oil or other consumable item. The failure of any part or system component may be customer induced provided that it was accidental.</p>
Car	<p>A Category M1 passenger motor vehicle as defined in Directive 2007/46/EC</p>
Eligible Vehicle	<p>The Toyota vehicle declared on the application form for Toyota Roadside Assistance by You and/or registered by Us as the vehicle in relation to which We will provide Assistance Services in the event of a Breakdown during the Assistance Period.</p> <p>To qualify as an Eligible Vehicle the vehicle must:</p> <ul style="list-style-type: none">(a) have been branded and sold by Toyota Motor Europe NV/SA in Europe or Us in the UK as a Category M1 or N1 Toyota motor vehicle;(b) not have been modified structurally, mechanically or electronically otherwise with the permission of Toyota Motor Europe NV/SA or save for the purpose of enabling it to be lawfully re-registered in the United Kingdom;

	<p>(c) have standard Toyota wheels and normal road tyres fitted to it; and</p> <p>(d) be registered in the United Kingdom.</p> <p>(Notes. (1) All Toyota vehicles imported into the United Kingdom by <i>Us</i> and sold by <i>Us</i> or by a Toyota Centre meet these qualifying conditions. (2) Any vehicle in respect of which <i>We</i> hold a second stag whole vehicle type approval certificates also meets these qualifying conditions. (3) The fitting of a manufacturer's approved accessory by a Toyota Centre will not be treated as modification for the purpose of condition (b). (4) <i>You</i> may have more than one <i>Eligible Vehicle</i> but must submit a separate application for Membership for each one).</p>
European Roadside Assistance Service	The breakdown assistance service <i>We</i> provide to the <i>Eligible Vehicle</i> in the <i>European Assistance Territories</i> during the <i>Assistance Period</i> as detailed in Section 4.
European Assistance Territories	Means the following territories in which we provide <i>European Roadside Assistance Service</i> : Albania; Andorra; Austria; Belarus; Belgium; Bosnia and Herzegovina; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Eire (the Republic of Ireland); Estonia; Finland; France (including Corsica); Germany; Gibraltar; Greece (including those of its islands that are accessible by a commercial Car ferry service); Hungary; Italy (including Sardinia and Sicily); Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Monaco; Montenegro; Netherlands; Norway; Poland; Portugal; Romania; Russia; San Marino; Serbia; Slovakia; Slovenia; Spain (including the Balearic and Canary Islands but excluding Ceuta and Melilla in North Africa); Sweden; Switzerland; the Former Yugoslav Republic of Macedonia; the Vatican City; Turkey (but only Istanbul and west of the Bosphorus) and Ukraine.
Force Majeure Event	Any circumstances beyond <i>Our</i> reasonable control and that of <i>Our Service Contractor</i> including (without limitation) acts of God, acts of any governmental or supra national authority, war or national emergency, riots, civil commotion, acts of terrorism, fire, explosion, flood, severe weather conditions, epidemic, lock outs, strikes and other industrial disputes, shortages of labour, materials and services and inability or delay in obtaining supplies.
Home Start Service	The breakdown assistance service <i>We</i> provide to the <i>Eligible Vehicle</i> at <i>Your Home</i> during the <i>Assistance Period</i> as detailed in Clause 2.
Lock out	Inability to gain access to a vehicle as a result of loss, misplacement, failure or breakage of a key or lock.
Member	Being a member of Toyota Roadside Assistance Service.
Membership	Membership of Toyota Roadside Assistance Service.
Our Extended Warranty	The extension to the manufacturer's warranty that <i>We</i> provide for Toyota Category MI and N1 vehicles.

Our Service Contractor	The Contractor who <i>We</i> engage to deliver the <i>Assistance Services</i> and sub-contractors and agents.
Our Warranty	The manufacturer's warranty for new Toyota Category M1 and N1 vehicles sold by <i>Us</i> or <i>Our Extended Warranty</i> for Toyota Category M1 and N1 vehicles.
Private Road	A road (which is not a <i>Public Road</i>) and a linked parking area to which: (a) in the case of the <i>Eligible Vehicle</i> , <i>You</i> , and any <i>Authorised Driver</i> have a right of access in a Category M1 or N1 motor vehicle.
Public Road	Any highway or road to which the public has the right of access in a Category M1 or N1 motor vehicle and any verge thereto.
Registered Keeper	The person identified on the V5 Registration Form or equivalent as being the registered keeper of the <i>Eligible Vehicle</i> .
Road	A Public Road or a Private Road.
Roadside Assistance Service	The breakdown assistance service <i>We</i> provide to the <i>Eligible Vehicle</i> in the United Kingdom during the <i>Assistance Period</i> as detailed in Section 3.
Toyota Centre	An official Toyota retail centre or service outlet appointed by Toyota Motor Europe NV/SA or any of its national marketing and sales subsidiaries including <i>Us</i> .
United Kingdom	The territories of England, Wales, Scotland and, Northern Ireland plus the Channel Islands and the Isle of Man as Crown Dependencies.
Vehicle	A Category M1 or N1 motor vehicle as defined Directive 2007/46/EC.
We, Our, Us	Toyota (GB) plc: Registered address at Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UX.
Year	365 consecutive days.
You, Your, Yourself	The applicant for or member of Toyota Roadside Assistance Service who is the <i>Registered Keeper</i> of the <i>Eligible Vehicle</i> or, where the <i>Registered Keeper</i> is not a natural person, the natural person nominated by the <i>Registered Keeper</i> or <i>Our</i> lessee to have the custody and use of the <i>Eligible Vehicle</i> and the benefit of <i>Membership</i> .
Your Home	Your permanent residential address in the United Kingdom as registered by Toyota Roadside Assistance.
Your Vehicle	The <i>Eligible Vehicle</i> which <i>You</i> are the <i>Registered Keeper</i> of or where the <i>Registered Keeper</i> is not a natural person, the natural person nominated by the <i>Registered Keeper</i> or <i>Our</i> lessee to have the custody and use of the <i>Eligible Vehicle</i> and the benefit of <i>Membership</i> .

- 1.2 The headings in this document shall not affect its construction.
- 1.3 Where the context so requires or admits, the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.
- 1.4 Any reference in the document to a clause or a section is a reference to a clause or a section in these Terms and Conditions.
- 1.5 Any reference to the legislation of the European Community, any territory of the United Kingdom or any European Assistance Territory shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re enacted or replaced and all subordinate legislation and orders issued pursuant to such legislation.
- 1.6 The words "include", "including", "in particular" and any similar expression shall be construed as illustrating and not limiting the sense of the words that precede them.

2. Home Start Service (UK Only)

- 2.1 If Your Vehicle suffers a Breakdown when it is being driven or attempted to be driven at Your Home by You or an Authorised Driver then, on request, We will send a mechanic to Your Home as soon as possible at no cost to You or the Authorised Driver in order to determine and, if possible, repair the fault so as to enable Your Vehicle to be safely driven again. You or the Authorised Driver will not have to pay for Our Service Contractor's mechanic's labour costs but will have to pay for any replacement parts or consumable items that he has to fit or add to Your Vehicle to make drivable again. We will reimburse You the cost of replacing any parts (including labour charges) that are covered by Our Warranty.
- 2.2 If the mechanic We send to Your Home is unable to repair Your Vehicle within a reasonable time so as to enable it to be safely driven again then We will arrange for Your Vehicle to be transported from Your Home to the nearest Toyota Centre at no cost to You or the Authorised Driver so as to enable it to be repaired there. You or the Authorised Driver will be responsible for the cost of any investigatory or repair work that is undertaken by or on behalf of the Toyota Centre concerned with the exception of the cost of any repairs that are covered by our Warranty which We will meet.
- 2.3 If You or the Authorised Driver are locked out of Your Vehicle and Your Vehicle is at Your Home then We may arrange for a key specialist to attend Your Home to attempt to gain access to Your Car. You or the Authorised Driver will not have to pay for the key specialist's labour costs but will have to pay for any replacement key, key fob or other part that he supplies unless this is covered by Our Warranty. Further or alternatively, We will arrange for Your Vehicle to be transported from Your Home to the nearest Toyota Centre at no cost to You or the Authorised Driver so as to enable it to be repaired there. You or the Authorised Driver will be responsible for the cost of any investigatory or repair work that is undertaken by or on behalf of the Toyota Centre concerned including the cost of any locksmith services and any replacement
- 2.4 If We transport Your Vehicle to a Toyota Centre in accordance with Clause 2.2 or 2.3 and Your Vehicle cannot be repaired within 3 hours then We will arrange for a self-drive hire Car to be provided to You or (in your absence) the Authorised Driver while Your Vehicle is being repaired there for up to 48 hours free of charge save for the cost of fuel and other consumable items which will be Your responsibility or that of the Authorised Driver. You or the Authorised Driver will be responsible for meeting all hire Car costs that may be incurred beyond 48 hours of Us arranging a hire Car for You. We will endeavour to provide a hire Car that is broadly equivalent to Your Vehicle in terms of size and engine capacity.
- 2.5 Where Our Service Contractor arranges for You or the Authorised Driver to be provided with a self-drive hire Car the agreement for the hire of that Car will be between You or the Authorised Driver and the hire Car company. The person hiring the Car will need to be over the age of 21 years at the commencement of the hire period and will need to be in possession of a full, valid United

Kingdom driving licence at that time. That person may be required to provide a cash or credit card deposit, including a fuel deposit, as a pre-condition of the provision of a self-drive hire Car.

Caravans and trailers

- 2.6 If Your Vehicle had a trailer or caravan attached to it when Your Vehicle had a Breakdown We will de-couple this before We transport Your Vehicle in accordance with Clause 2.2.

General

- 2.7 The provision of Our Home Start Service is subject to the general exclusions and limitations of service set out in Section 5.
- 2.8 Requests for Our Home Start Service should be made according to the procedure detailed in Section 6.

3. Roadside Assistance Service (Uk Only)

- 3.1 If Your Vehicle suffers a Breakdown on a Road in the United Kingdom while it is being driven or attempted to be driven by You or an Authorised Driver away from Your Home then, on request, We will send a mechanic to the scene of the Breakdown as soon as possible at no cost to You or an Authorised Driver in order to determine and, if possible, repair the fault so as to enable Your Vehicle to be safely driven again. You or the Authorised Driver will not have to pay for Our Service Contractor's mechanic's labour costs but will have to pay for any replacement parts or consumable items that he has to fit or add to Your Vehicle in order to make it drivable again. We will reimburse You the cost of replacing any parts (including labour charges) that are covered by Our Warranty.
- 3.2 If the mechanic We send to the scene of the Breakdown is unable to repair Your Vehicle within a reasonable time so as to enable it to be safely driven again, then, on request We will arrange for it to be transported from the scene of the Breakdown to the nearest Toyota Centre at no cost to You or the Authorised Driver so as to enable it to be repaired there. You or the Authorised Driver will be responsible for the cost of any investigatory or repair work that is undertaken by or on behalf of the Toyota Centre concerned with the exception of the cost of repairs covered by our Warranty which We will meet. Alternatively, We will arrange for Your Vehicle to be transported from the scene of the Breakdown to a single alternative destination in the United Kingdom of Your choice or (in your absence) that of the Authorised Driver at no cost to You or the Authorised Driver. You or the Authorised Driver will be then be responsible for arranging for Your Vehicle to be repaired including the cost of transporting Your Vehicle to a Toyota Centre or another place of repair for that purpose. We will reimburse You the cost of replacing any parts covered by Our Warranty when the repair work is undertaken by a Toyota Centre.
- 3.3 If We transport Your Vehicle in accordance with Clause 3.2 We will take up to 8 people to the same destination at no cost to You or the Authorised Driver provided that (i) each person was travelling with You at time of the breakdown; and (ii) each person behaves properly during transit. We may use more than one vehicle for this purpose. Any person under the age of 16 whom We transport must be accompanied by an adult.
- 3.4 If We transport Your Vehicle in accordance with Clause 3.2 We are not under any obligation to transport or to arrange the transport of any animal. Our Service Contractor may however do so at their discretion save that no onward transport will be provided for horses, livestock or dangerous animals. If provided, such transport will be at Your risk or that of the Authorised Driver. Further, You or the Authorised Driver will be responsible for safely securing such animal during transit. We will not be responsible for insuring any animal during transit and may terminate the transport of an animal if it represents a safety risk.

Caravans and trailers

- 3.5 If We recover Your Vehicle in accordance with Clause 3.2 We will recover with it a single trailer or

caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time of the Breakdown and such trailer or caravan is roadworthy. You or the Authorised Driver will be responsible for the cost of any repairs that may be required to such trailer or caravan.

Hire cars, alternative means of travel and overnight accommodation

- 3.6 If We transport Your Vehicle to a Toyota Centre in accordance with Clause 3.2 and Your Vehicle cannot be repaired within 3 hours then We will arrange for a self-drive hire Car to be provided to You or (in your absence) the Authorised Driver while Your Vehicle is being repaired there for up to 48 hours free of charge save for the cost of fuel and other consumable items which will be Your responsibility or that of the Authorised Driver. You or the Authorised Driver will be responsible for meeting all hire Car costs that may be incurred beyond the initial 48 hours of self-drive hire Car cover that We arrange for You or the Authorised Driver. We will endeavour to provide a hire Car that is broadly equivalent to Your Vehicle in terms of size and engine capacity.
- 3.7 Where Our Service Contractor arranges for You to be provided with a self-drive hire Car the agreement for the hire of that Car will be between You or the Authorised Driver and the hire Car company. The person hiring the Car will need to be over the age of 21 years at the commencement of the hire period and will need to be in possession of a full, valid United Kingdom driving licence at that time. That person may be required to provide a cash or credit card deposit, including a fuel deposit, as a pre-condition of the provision of a self-drive hire Car.
- 3.8 If We transport Your Vehicle to a Toyota Centre in accordance with Clause 3.2 and it is not possible for Us to arrange a suitable hire Car for You or the Authorised Driver in accordance with clause 3.6 within a reasonable time, then We will contribute up to £150 per person towards the onward travel costs of the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 persons (including children and infants), subject to an aggregate limit of £500. We will only make such contribution in respect of the following forms of transport: taxi, air, rail or other forms of public transport and then only to a single final destination by the quickest route. We will not make any contribution towards the onward travel costs of any animal. The provision of transport under this clause is as an alternative and not an addition to the provision of a hire car under Clause 3.6.
- 3.9 Where it is not possible for Us to organise onward travel in accordance with Clause 3.6 or 3.8 within reasonable time and the occupants of Your Vehicle require temporary accommodation, We will contribute up to £150 per person towards the cost of one night's accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the Breakdown, subject to an aggregate limit of £500.

Assistance when driver certified medically unfit to drive

- 3.10 If You or the Authorised Driver of Your Vehicle are certified as being unfit to drive at the time of the Breakdown (otherwise than as a result of being under the influence of drink or drugs) and no passenger in Your Vehicle is able to drive it, then, on request, We will arrange for Your Vehicle and its occupants to be transported from the scene of the Breakdown to a single alternative destination in the United Kingdom of Your choice or (in your absence) that of the Authorised Driver at no cost to You or the Authorised Driver. Where practical, the certificate of being unfit to drive must be made by a doctor who is registered by the General Medical Council as being fit and proper to practice medicine in the United Kingdom.
- 3.11 If We transport Your Vehicle in accordance with Clause 3.10 and We cannot transport the occupants of Your Vehicle with it We will contribute as an alternative up to £150 per person towards the onward travel costs of the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 persons (including children and infants), subject to an aggregate limit of £500. We will only make such contribution in respect of the following forms of transport: taxi, air, rail or other forms of public transport and then only to a single final destination by the quickest route. We will

not make any contribution towards the onward travel costs of any animal.

- 3.12 Where it is not possible for Us to organise onward travel in accordance with Clause 3.10 or 3.11 within a reasonable time and the occupants of Your Vehicle require temporary accommodation, We will contribute up to £150 per person towards the cost of one night's accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 9 persons including (children and infants), subject to an aggregate limit of £500.
- 3.13 If the driver of Your Vehicle who is certified as being unfit to drive in accordance with Clause 3.10 is hospitalised more than 20 miles away from home and cannot be moved to a suitable hospital closer to home within 5 days of the Breakdown, We will contribute up to £250 towards the transport costs of one member of the injured person's immediate family to visit him in hospital. Where the return journey exceeds 300 miles in each direction We will also pay up to £150 for one night's accommodation and breakfast for the injured person's relative to facilitate such visit.
- 3.14 If the driver of Your Vehicle who is certified as being unfit to drive in accordance with Clause 3.10 is hospitalised more than 20 miles away from home and cannot be moved to a suitable hospital closer to home within 5 days of the Breakdown, We will arrange for him to be moved to such suitable hospital by private ambulance once he is certified as being medically fit to make such journey, provided there is such a hospital. Such certification must be made by a doctor who is registered by the General Medical Council as being fit and proper to practice medicine in the United Kingdom.
- 3.15 If We transport Your Vehicle in accordance with Clause 3.10 We will recover with it a single trailer or caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time of the Breakdown and such trailer or caravan is roadworthy. You or the Authorised Driver will be responsible for the cost of any repairs that may be required to such trailer or caravan.

Assistance following the theft of Your Car

- 3.16 If Your Vehicle is found after it has been reported stolen to the Police and You do not have theft cover under Your motor insurance policy then, on request by You or (in Your absence) the Authorised Driver and subject to the following conditions, We will arrange for Your Vehicle to be transported from the scene of the Breakdown to the nearest Toyota Centre or, alternatively, to another single destination in the United Kingdom of Your choice or (in Your absence) the Authorised Driver at no cost to You or the Authorised Driver:
- (a) Your Vehicle has suffered a Breakdown.
 - (b) Your Vehicle is located on a Road.
 - (c) You or (in Your absence) the Authorised Driver have first supplied Us with the following information: (i) a summary of the circumstances of the theft and a description of the condition of Your Vehicle; (ii) the name of the Police Force and, if applicable, the name of the Police station to whom You or (in Your absence) the Authorised Driver reported the theft of Your Vehicle; (iii) the crime reference number for the reported theft of Your Vehicle; (iv) (if and when it is available) a copy of the Police record of the reported theft; (v) the name(s) of Your motor insurer(s); and (vi) the number of Your current motor insurance policy.
 - (d) You or (in Your absence) the Authorised Driver consent to Us contacting Your motor insurer(s) to verify the cover that You have under Your motor insurance policy.
 - (e) Our Service Contractor's mechanic is unable to repair Your Vehicle at the location of the Breakdown within a reasonable time so as to enable it to be safely driven again.
 - (f) If Your Vehicle is to be left on a Public Road after We recover it then it must be in a condition in which it may be left safely and securely on a Public Road once We have recovered it. We will not transport Your Vehicle if it has been set on fire or stripped of components such as to render it beyond economic repair or permanently immobile without substantial reconstruction.

- 3.17 If Your Vehicle is found after it has been reported stolen to the Police and You have theft cover under Your motor insurance policy then, on request by You or (in Your absence) the Authorised Driver and subject to the following conditions, We will arrange for Your Vehicle to be transported from the scene of the Breakdown to the nearest Toyota Centre or, alternatively, a single destination in the United Kingdom chosen by Your motor insurers at their cost:
- (a) Your Vehicle has suffered a Breakdown.
 - (b) Your Vehicle is located on a Road.
 - (c) You or (in Your absence) the Authorised Driver first supply us with the following information: (i) a summary of the circumstances of the theft and a description of the condition of Vehicle; (ii) the name of the Police Force and, if applicable, the name of the Police station to whom You reported the theft of Your Vehicle; (iii) the crime reference number for the reported theft of Your Vehicle; (iv) (if and when it is available) a copy of the Police record of the reported theft; (v) the name(s) of Your motor insurer(s); and (vi) the number of Your current motor insurance policy.
 - (d) You or (in Your absence) the Authorised Driver consent or (in Your absence) the Authorised Driver to Us contacting Your motor insurer(s) to verify the cover that You have under Your motor insurance policy and to obtain their instructions regarding the recovery of Your Vehicle.
 - (e) Our Service Contractor's mechanic is unable to repair Your Vehicle at the location of the Breakdown within a reasonable time so as to enable it to be safely driven again.
 - (f) Your motor insurer(s) instruct Us to recover Your Vehicle on their behalf and at their cost.
- 3.18 If We recover Your Vehicle in accordance with Clause 3.16 or Clause 3.17 We will recover with it a single trailer or caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time Your Vehicle is found following its theft and such trailer or caravan is roadworthy. You or the Authorised Driver will be responsible for the cost of any repairs that may be required to such trailer or caravan.

Breakdown following motor accident

- 3.19 If Your Vehicle has a Breakdown a result of motor accident and You do not have comprehensive cover under Your motor insurance policy then, on request by You or (in Your absence) the Authorised Driver and subject to the following conditions, We will arrange for Your Vehicle to be transported from the scene of the Breakdown to the nearest Toyota Centre or, alternatively, a single destination in the United Kingdom chosen by You or (in Your absence) the Authorised Driver at no cost to You or the Authorised Driver:
- (a) Your Vehicle is located on a Road.
 - (b) You or (in Your absence) the Authorised Driver first supply us with the following information: (i) a summary of the circumstances of the accident and a description of the condition of Your Vehicle; (ii) the name(s) of Your motor insurer(s); and (iii) the number of Your current motor insurance policy.
 - (c) You or (in Your absence) the Authorised Driver consent to Us contacting Your motor insurer to verify the cover that You have under Your motor insurance policy
 - (d) Our Service Contractor's mechanic is unable to repair Your Vehicle at the location of the Breakdown within a reasonable time so as to enable it to be safely driven again.
 - (e) If Your Vehicle is to be left on a Public Road after We recover it then it must be in a condition in which it may be left safely and securely on a Public Road once We have recovered it. We will not transport Your Vehicle if it has been set on fire or stripped of components such as to render it beyond economic repair or permanently immobile without substantial reconstruction.
- 3.20 If Your Vehicle has a Breakdown as a result of a motor accident and You have comprehensive cover under Your motor insurance policy then, on request by You or (in Your absence) the Authorised Driver and subject to the following conditions, We will arrange for Your Vehicle to be transported

from the scene of the Breakdown to the nearest Toyota Centre or, alternatively, to another single destination in the United Kingdom chosen by Your motor insurers at their cost:

- (a) Your Vehicle is located on a Road.
 - (b) You or (in Your absence) the Authorised Driver first supply us with the following information:
 - (i) a summary of the circumstances of the accident and a description of the condition of Your Vehicle; (ii) the name(s) of Your motor insurer(s); and (iii) the number of Your current motor insurance policy.
 - (c) You or (in Your absence) the Authorised Driver consent to Us contacting Your motor insurer(s) to verify the cover that You have under Your motor insurance policy and to obtain their instructions regarding the recovery of Your Vehicle.
 - (d) Our Service Contractor's mechanic is unable to repair Your Vehicle at the location of the Breakdown within a reasonable time so as to enable it to be safely driven again.
 - (e) Your motor insurer(s) instruct Us to recover Your Vehicle on their behalf and at their cost.
- 3.21 If We recover Your Vehicle in accordance with Clause 3.20 or Clause 3.21 We will recover with it a single trailer or caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time of the Breakdown and such trailer or caravan is roadworthy. You or the Authorised Driver will be responsible for the cost of any repairs that may be required to such trailer or caravan.
- 3.22 If We transport Your Vehicle in accordance with Clause 3.14, Clause 3.15, Clause 3.16 or Clause 3.17 such transportation shall be treated as a transport made pursuant to Clause 3.2 save that Clause 3.6-3.9 shall not apply to such transportation.

General

- 3.23 The provision of Our Roadside Assistance Service is subject to the general exclusions and limitations of service set out in Section 5 and also to the provisions of Sections 7, 8, 9 and 10.
- 3.24 Requests for Our Home Start Service should be made according to the procedure detailed in Section 6.

4. European Roadside Assistance Service (European Assistance Territories Only)

Breakdown in the United Kingdom en route to a European Assistance Territory

- 4.1 If Your Vehicle suffers a Breakdown on a Road in the United Kingdom while You or the Authorised Driver are driving to a European Assistance Territory and it is confirmed by Our Service Contractor that it cannot be repaired within 24 hours following transportation of Your Vehicle to a Toyota Centre in accordance with Clause 2.2 or 3.2, then we will contribute up to £750 towards the cost of a self-drive hire Car and (if applicable) an international certificate of motor insurance to enable You or the Authorised Driver and any passenger in Your Vehicle to complete your planned journey at the time of the Breakdown. We will not pay for the costs of any fuel or other consumable item for such hire Car. We will endeavour to provide a hire Car that is broadly equivalent to Your Vehicle in terms of size and engine capacity.
- 4.2 Where Our Service Contractor arranges for You or the Authorised Driver to be provided with a self-drive hire Car the agreement for the hire of that Car will be between You or the Authorised Driver and the hire Car company. The person hiring the Car will need to be over the age of 21 years at the commencement of the hire period and will need to be in possession of a full, valid United Kingdom driving licence at that time. That person may be required to provide a cash or credit card deposit, including a fuel deposit, as a pre-condition of the provision of a self-drive hire Car.

Breakdown in a European Assistance Territory

- 4.3 If Your Vehicle suffers a Breakdown on a Road while it is being driven or attempted to be driven by You or an Authorised Driver in one of the European Assistance Territories then, on request by You or the Authorised Driver, We will send a mechanic to the scene of the Breakdown as soon as possible at no cost to You or an Authorised Driver in order to determine and, if possible, repair the fault so as to enable Your Vehicle to be safely driven again. You or the Authorised Driver will not have to pay Us for Our Service Contractor's mechanic's labour costs and We will reimburse such costs if You or the Authorised Driver are charged for them following the Breakdown. You or the Authorised Driver will have to pay for any replacement parts or consumable items that the mechanic has to fit or add to Your Vehicle in order to make drivable again. We will reimburse You the cost of replacing any parts covered by Our Warranty.
- 4.4 If the mechanic We send to the scene of the Breakdown is unable to repair Your Vehicle there so as to enable it to be safely driven again within a reasonable time, then, on request by You or the Authorised Driver, We will arrange for Your Vehicle and its Occupants it to be transported from the scene of the Breakdown to the nearest Toyota Centre or failing which a local vehicle repairer so as to enable it to be repaired there or held there pending repatriation to the United Kingdom. You or the Authorised Driver will not have to pay Us for such transportation and We will reimburse You such costs if You or the Authorised Driver are charged for them. You or the Authorised Driver will be responsible for the cost of any investigatory or repair work that is undertaken by or on behalf of the Toyota Centre or local vehicle repairer concerned with the exception of the cost of repairs covered by Our Warranty which We will meet.
- 4.5 If Your Vehicle has a breakdown on a motorway in France You or the Authorised Driver must use one of the roadside emergency telephones in order to arrange the recovery of Your Car. You or the Authorised Driver will be connected to the Police or to the authorised motorway recovery service. The authorised motorway recovery service will send a recovery vehicle to transport Your Vehicle and its Occupants to their nearest depot. If the recovery service is unable to repair Your Vehicle there so as to enable it to be safely driven again within a reasonable time, then You or the Authorised Driver should contact Us to request Our assistance. You or the Authorised Driver may have to pay for the recovery by the authorised motorway recovery service. We will reimburse You such charges.
- 4.6 We will contribute up to £100 towards the cost of the storage of Your Vehicle while it is awaiting repair or repatriation to the United Kingdom.
- 4.7 If Your Vehicle is taken to local vehicle repairer rather than a Toyota Centre in accordance with Clause 4.4, We will arrange for genuine Toyota parts to be delivered to the local repairer if Your Vehicle is to be repaired by them and they do not have in place arrangements for obtaining such Parts.
- 4.8 If requested by You or the Authorised Driver We will contact one member of Your immediate family or that of the Authorised Driver in the United Kingdom to notify them that Your Vehicle has had a Breakdown.

Caravans and trailers

- 4.9 If We recover Your Vehicle in accordance with Clause 4.4 We will recover with it a single trailer or caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time of the Breakdown and such trailer or caravan is roadworthy. You or the Authorised Driver will be responsible for the cost of any repairs that may be required to such trailer or caravan.

Hire cars, alternative means of travel and overnight accommodation

- 4.10 If We transport Your Vehicle to a Toyota Centre or a local Vehicle repairer in accordance with Clause 4.4 and Your Vehicle cannot be repaired there within 12 hours then We will arrange for one self-drive hire car to be provided to You or (in your absence) the Authorised Driver while Your Vehicle is being repaired there or awaiting repatriation to the United Kingdom for up to 14 calendar days free of charge save for the cost of fuel and other consumable items will be Your responsibility or that of the Authorised Driver. You or the Authorised Driver will be responsible for meeting all hire costs that may be incurred beyond the initial 14 calendar days of self-drive hire Car cover We arrange for You or the

Authorised Driver. We will endeavour to provide a hire Car that is broadly equivalent to Your Vehicle in terms of size and engine capacity.

- 4.11 Where Our Service Contractor arranges for You to be provided with a self-drive hire car the agreement for the hire of that Car will be between You or the Authorised Driver and the hire Car company. The person hiring the Car will need to be over the age of 21 years at the commencement of the hire period and will need to be in possession of a full, valid United Kingdom driving licence at that time. That person may be required to provide a cash or credit card deposit, including a fuel deposit, as a pre-condition of the provision of a self-drive hire Car.
- 4.12 If We transport Your Vehicle to a Toyota Centre a local vehicle repairer in accordance with Clause 4.4 and it is not possible to arrange a suitable hire car for You or the Authorised Driver within reasonable time then We will contribute up to £150 per person towards the onward travel costs of the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 people (including children and infants), subject to an aggregate limit of £750. We will only make such contribution in respect of the following forms of transport: taxi, air, rail or other forms of public transport and then only to a single final destination by the quickest route. We will not make any contribution towards the onward travel costs of any animal. The provision of transport under this clause is as an alternative and not an addition to the provision of a hire car under Clause 4.10.
- 4.13 Where it is not possible for Us to organise onward travel in accordance with Clause 4.10 or Clause 4.12 within reasonable time and the occupants of Your Vehicle require temporary accommodation, We will contribute up to £60 per person per day towards the cost of accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the Breakdown, subject to an aggregate limit of £500.

Assistance when driver certified medically unfit to drive

- 4.14 If You or the Authorised Driver of Your Vehicle are certified as being unfit to drive at the time of the Breakdown (otherwise than as a result of being under the influence of drink or drugs) and no passenger in Your Vehicle is able to drive it, then We will arrange for Your Vehicle to be transported from the scene of the Breakdown to Your original intended destination when Your Vehicle had a breakdown or (in Your absence) the original intended destination of the Authorised Driver at that time. We will not charge You or the Authorised Driver for this service and We will reimburse You if Our Service Contractor charges for it. Where practical, the certificate of being unfit to drive must be made by a doctor who is registered as being fit and proper to practice medicine by the appropriate authority in the territory where the Breakdown takes place.
- 4.15 If We transport Your Vehicle in accordance with Clause 4.14 and We cannot transport the occupants of Your Vehicle with it then We will contribute up to £150 per person towards the onward travel costs of the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 people (including children and infants), subject to an aggregate limit of £750. We will only make such contribution in respect of the following forms of transport: taxi, air, rail or other forms of public transport and then only to a single final destination by the quickest route. We will not make any contribution towards the onward travel costs of any animal.
- 4.16 As an alternative to transporting Your Vehicle in accordance with Clause 4.14, We will on request by You or the Authorised Driver provide a chauffeur to drive Your Vehicle from the scene of the Breakdown to Your original intended (single) destination when Your Vehicle had a breakdown or (in your absence) the original intended (single) destination of the Authorised Driver at that time. Our chauffeur(s) will transport the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 people including children and infants in Your Vehicle to that destination. You or the Authorised Driver will not have to pay for the services of Our chauffeur but will be responsible for paying for all consumable items that may be necessary to complete Your journey such as fuel. This service is limited to a single journey. Depending on the number of people in Your Vehicle Car at the time You or the Authorised Driver of Your Car became unfit to drive We may use an additional Motor Vehicle to transport the occupants of Your Vehicle to Your

original intended (single destination) or (in your absence) that of the Authorised Driver.

- 4.17 Where it is not possible for Us to organise onward travel in accordance with Clause 4.14, 4.15 or Clause 4.16 within reasonable time and the occupants of Your Vehicle require temporary accommodation, We will contribute up to £60 per person per day towards the cost of accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the Breakdown, subject to an aggregate limit of £500.
- 4.18 If the driver of Your Vehicle who is certified as being unfit to drive in accordance with Clause 4.14 is certified as being unfit to drive for more than 5 days from the time of the Breakdown and there is no one available to drive Your Vehicle, then We will arrange for Your Vehicle and its occupants at the time of the Breakdown to be transported to Your Home by the quickest route as determined by Our Service Contractor.
- 4.19 If We transport Your Vehicle in accordance with Clause 4.18 We will recover with it a single trailer or caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time of the Breakdown and such trailer or caravan is roadworthy.
- 4.20 If We transport Your Vehicle to Your Home in accordance with Clause 4.18 and We cannot transport the occupants of Your Vehicle with it We will contribute up to £150 per person towards the homeward travel costs of the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 people (including children and infants) subject to an aggregate limit of £750. We will only make such contribution in respect of the following forms of transport: taxi, air, rail or other forms of public transport and then only to a single final destination by the quickest route. We will not make any contribution towards the onward travel costs of any animal.
- 4.21 Where it is not possible for Us to organise onward travel in accordance with Clause 4.20 within reasonable time and the occupants of Your Vehicle require temporary accommodation, We will contribute up to £60 per person per day towards the cost of accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the Breakdown, subject to an aggregate limit for all the occupants of Your Car of £500.

Repatriation of Your Vehicle to the United Kingdom for repair

- 4.22 If Your Vehicle is taken to a Toyota Centre or a local vehicle repairer in accordance with Clause 4.4, but cannot be repaired there before the date that You or (in Your absence) the Authorised Driver plan to return to the United Kingdom, then on request by You or the Authorised Driver and subject to the following conditions, We will arrange for Your Vehicle to be transported to Your Home in the United Kingdom:
- (a) You or (in Your absence) the Authorised Driver were due to return to the United Kingdom in Your Vehicle on the planned date of return.
 - (b) Our Service Contractor has certified that Your Vehicle cannot be repaired there before the date that You or (in Your absence) the Authorised Driver plan to return to the United Kingdom.
 - (c) You or (in Your absence) the Authorised Driver first supply us with the following information if Your Vehicle has been damaged as a result of any theft, attempted theft, act of vandalism or motor accident: (i) a summary of the circumstances in which Your Vehicle was damaged and a description of the condition of Your Vehicle; (ii) the name of the Police Force and, if applicable, the name of the Police station to whom You reported such theft, attempted theft or vandalism; (iii) the crime reference number for the reported theft, attempted theft or vandalism; (iv) (if and when available) a copy of the Police record of the reported theft; (v) the name(s) of Your motor insurer(s); (vi) the number of Your current motor insurance policy; and (vii) Your motor insurers claim reference number for the reported damage (You must notify them of the damage if You have insurance cover for it).
 - (d) You or (in Your absence) the Authorised Driver consent to Us contacting Your motor insurer(s) to verify the cover that You have under Your motor insurance policy and to obtain their instructions regarding the recovery of Your Vehicle.

- (e) Your motor insurer(s) instruct Us to recover Your Vehicle on their behalf if You have cover under Your motor policy for damage that Your Vehicle has sustained.
- (f) The cost of repatriating Your Vehicle is less than its economic value.
- (g) Any roof box or bicycle rack that was attached to Your Vehicle is first removed and placed in Your Vehicle beforehand if it is to be repatriated with Your Vehicle.

4.23 If We transport Your Vehicle in accordance with Clause 4.22 We will recover with it a single trailer or caravan up to 26 feet (7.9m) in length provided that such trailer or caravan was coupled to Your Vehicle at the time of the Breakdown and such trailer or caravan is roadworthy.

Collection of Your Vehicle from one of the European Assistance Territories

4.24 If Your Vehicle is taken to a Toyota Centre or a local Vehicle repairer in accordance with Clause 4.4 but is not repaired until after You or the Authorised Driver have returned to the United Kingdom We will pay up to £600 towards the costs of You or an Authorised Driver collecting Your Vehicle and driving it back to Your Home. This service is as an alternative to the repatriation of Your Vehicle under Clause 4.22.

Abandonment of vehicle and return of personal effects

4.25 If Your Vehicle has to be permanently abandoned in one of the European Assistance Territories overseas following a Breakdown We will arrange for any personal effects of the driver and any passenger that were left in Your Vehicle at the time of the Breakdown to be returned to Your Home.

Assistance following the theft of Your Vehicle

4.26 If Your Vehicle is stolen in the course of a trip to or through one of the European Assistance Territories by You or the Authorised Driver then, on request and subject to the following conditions, We will arrange for a self-drive hire Car to be provided to You or (in your absence) the Authorised Driver for up to 14 calendar days free of charge save for the cost of fuel and other consumable items will be Your responsibility or that of the Authorised Driver:

- (a) You or (in Your absence) the Authorised Driver first supply Us with the following information
 - (i) a summary of the circumstances in which Your Vehicle was stolen and (if it has been recovered) a description of the condition of Your Vehicle;
 - (ii) the name of the Police Force and, if applicable, the name of the Police station to whom the theft of Your Vehicle was reported;
 - (iii) the crime reference number for theft of Your Vehicle
 - (iv) (if and when available) a copy of the Police record of the reported theft of Your Vehicle;
 - (v) the name(s) of the insurer(s) of Your Vehicle;
 - (vi) the number of the current motor insurance policy for Your Vehicle; and
 - (vii) Your motor insurer's claim reference number for the reported theft of Your Vehicle (the insurers must be notified of the theft if You have insurance cover for it).
- (b) You or (in Your absence) the Authorised Driver consent to Us contacting their motor insurer(s) to verify whether there is theft cover available for Your Vehicle and whether the theft of Your Vehicle has been reported to them.

You or the Authorised Driver will be responsible for meeting all hire costs that may be incurred beyond the initial 14 calendar days of self-drive hire Car Cover We arrange for You or the Authorised Driver. We will endeavour to provide a hire Car that is broadly equivalent to Your Vehicle in terms of size and engine capacity.

4.27 Where Our Service Contractor arranges for You or the Authorised Driver to be provided with a self-drive hire Car the agreement for the hire of that Car will be between You or the Authorised Driver and the hire Car company. The person hiring the Car will need to be over the age of 21 years at the commencement of the hire period and will need to be in possession time of a full, valid United Kingdom driving licence at that time. That person may be required to provide a cash or credit card deposit, including a fuel deposit, as a pre-condition of the provision of a self-drive hire Car.

4.28 If it is not possible for us to arrange a suitable hire Car for You or the Authorised Driver in

accordance with Clause 4.26 within a reasonable time We will contribute up to £150 per person towards the onward travel costs of the driver and each passenger of Your Vehicle at the time of the Breakdown up to a maximum of 8 people (including children and infants) subject to an aggregate limit of £750. We will only make such contribution in respect of the following forms of transport: taxi, air, rail or other forms of public transport and then only to a single final destination by the quickest route. We will not make any contribution towards the onward travel costs of any animal. The provision of transport under this clause is as an alternative and not an addition to the provision of a hire Car under Clause 4.26.

- 4.29 Where it is not possible for Us to organise onward travel in accordance with Clause 4.26 or Clause 4.28 within a reasonable time and the occupants of Your Vehicle require accommodation, We will contribute up to £60 per person per day towards the cost of accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the Breakdown, subject to an aggregate limit of £500.

Assistance following the attempted theft or vandalism of Your Vehicle

- 4.30 If any windscreen (including rear and side windows) or lock to Your Vehicle is damaged as a result of an attempted theft or act of vandalism in one of the European Assistance Territories then, on request by You or the Authorised Driver and subject to the following conditions, We will arrange and contribute up to £175 towards the cost of emergency repairs to such windscreen or lock to make Your Vehicle secure:
- (a) The damage to the windscreen or lock is solely attributable to the forcible entry or attempted forcible entry of Your Vehicle or another malicious act.
 - (b) You or (in Your absence) the Authorised Driver first supply us with the following information:
 - (i) a summary of the circumstances of the discovery of the damage and a description of the condition of Your Vehicle;
 - (ii) the name of the Police Force and, if applicable, the name of the Police station to whom You reported the damage to Your Vehicle;
 - (iii) the crime reference number for the reported damage to Your Vehicle;
 - (iv) (if and when it is available) a copy of the Police record of the reported damage to Your Vehicle;
 - (v) the name(s) of Your motor insurer(s);
 - (vi) the number of Your current motor insurance policy; and
 - (vii) Your motor insurers claims reference number for the reported damage to Your Vehicle (You must notify them of such damage if You have insurance cover for it).
 - (c) You or (in Your absence) the Authorised Driver consent to Us contacting Your motor insurer(s) to verify the cover that You have under Your motor insurance policy and whether the damage to Your Vehicle has been reported to them. We will not make any contribution towards the cost of emergency repairs which have been paid or may be payable by Your motor insurer(s) or any other insurer.
 - (d) You may need to pay for the relevant repairs initially and then submit a claim for reimbursement by Us as regards the amount of Our contribution towards such costs.

We will not pay or contribute towards the costs of any additional repairs that may be required to make good the attempted theft or vandalism of Your Car.

Assistance following the theft of Your caravan or trailer tent

- 4.31 If Your Vehicle has a caravan or trailer tent attached to it when it is driven in one of the European Assistance Territories by You or the Authorised Driver and that caravan or trailer tent is stolen in such territory then, on request by You or the Authorised Driver and subject to the following conditions, We will contribute up to £60 per person per day towards the cost of accommodation and breakfast for the driver and each passenger of Your Vehicle at the time of the theft, subject to an aggregate limit of £500:
- (a) The stolen caravan or trailer tent belonged to You or the Authorised Driver or was lawfully leased to or borrowed by You or the Authorised Driver at the time that the theft occurred.

- (b) You or (in Your absence) the Authorised Driver first supply us with the following information:
 - (i) a summary of the circumstances of the discovery of the damage and a description of the condition of Your Vehicle; (ii) the name of the Police Force and, if applicable, the name of the Police station to whom You reported the damage to Your Vehicle; (iii) the crime reference number for the reported damage to Your Vehicle; (iv) (if and when it is available) a copy of the Police record of the reported damage to Your Vehicle; (v) the name(s) of Your motor insurer(s); (vi) the number of Your current motor insurance policy; and (vii) Your motor insurers claims reference number for the reported damage to Your Vehicle (You must notify them of such damage if You have insurance cover for it).
- (c) You or (in Your absence) the Authorised Driver consent to Us contacting the insurer(s) of the stolen caravan or trailer tent to verify the cover that You have under their policy and to check whether the damage to the caravan or trailer tent has been reported to them. We will not make any contribution towards the cost of emergency accommodation if such accommodation has already been paid or may be payable by the insurer(s) of the stolen caravan or trailer tent or any other insurer.
- (d) You may need to pay for the relevant repairs initially and then submit a claim for reimbursement by Us as regards the amount of Our contribution towards such costs.

Assistance following the attempted theft or vandalism of Your caravan or trailer tent

4.32 If Your Vehicle has a caravan or trailer tent attached to it when it has been driven in one of the European Assistance Territories by You or the Authorised Driver and that caravan or trailer tent is damaged as a result of an attempted theft or act of vandalism in such territory then, on request by You or the Authorised Driver and subject to the following conditions, We will arrange and contribute up to £175 towards the cost of emergency repairs to such caravan or trailer tent to make it secure (if this is possible):

- (a) The damaged caravan or trailer tent belonged to You or the Authorised Driver or was lawfully leased to or borrowed by You or the Authorised Driver at the time that the damage occurred.
- (b) The damage to the caravan or trailer tent is solely attributable to the forcible entry or attempted forcible entry of such caravan or trailer tent or another malicious act and is such as to make the caravan or trailer tent no longer secure.
- (c) You or (in Your absence) the Authorised Driver first supply us with the following information: (i) a summary of the circumstances of the discovery of the damage to the caravan or trailer tent and a description of its present condition; (ii) the name of the Police Force and, if applicable, the name of the Police station to whom You reported the damage to the caravan or trailer tent; (iii) the crime reference number for the reported damage to the caravan or trailer tent; (iv) (if and when it is available) a copy of the Police record of the reported damage to the caravan or trailer tent; (v) the number of the current insurance policy for the caravan or trailer tent; and (vi) the claim reference number issued by the insurer(s) of the stolen caravan or trailer tent for the reported damage (You must notify them of such damage if there is insurance cover for it).
- (d) You or (in Your absence) the Authorised Driver consent to Us contacting the insurer(s) of the stolen caravan or trailer tent to verify the cover that You have under their policy and to check whether the damage to the caravan or trailer tent has been reported to them. We will not make any contribution towards the cost of emergency repairs to Your caravan or trailer tent if these repairs have already been paid for or may be payable by the insurer(s) the damaged caravan or trailer tent or any other insurer.
- (e) You may need to pay for the relevant repairs initially and then submit a claim for reimbursement by Us as regards the amount of Our contribution towards such costs.

We will not pay or contribute towards the costs of any additional repairs that may be required to make good the attempted theft or vandalism of the damaged caravan or trailer tent

General

- 4.33 If we transport the Your car in accordance with Clause 4.5 We will take up to 9 people (including the driver) to the same destination at no cost to You provided that (i) each person was travelling with You at the time of the breakdown; and (ii) each person behaves properly during transit. We may use more than one vehicle for this purpose. Any person under the age of 16 whom We transport must be accompanied by an adult
- 4.34 If We transport Your Car in accordance with Clause 4.5 We are not under any obligation to transport or to arrange the transport of any animal. Our Service Contractor or the authorised motorway recovery service may however do so at their discretion save that no onward transport will be provided for horses, livestock or dangerous animals. If provided, such transport will be at Your risk or (in Your absence) that of the Authorised Driver. Further, You or the Authorised Driver will be responsible for safely securing such animal during transit. We will not be responsible for insuring any animal during transit and may terminate the transport of an animal if it represents a safety risk
- 4.35 If We transport Your Car in accordance with Clause 4.15 or Clause 4.17 such transportation shall be treated as a transport made pursuant to Clause 4.5 save that Clauses 4.11-4.14 shall not apply to such transportation
- 4.36 European Roadside Assistance Service is limited to 90 days duration inclusive of the dates that you depart from and return to you Home. There is no limit to the number of overseas trips that You may make during the Assistance Period.
- 4.37 The maximum amount that we will pay You in respect of a single Breakdown under our European Roadside Assistance is £2,500 (excluding the costs of recovering and where necessary repatriating Your Vehicle).
- 4.38 The provision of Our European Roadside Assistance Service is subject to the general exclusions and limitations of service set out in Section 5 and also to the provisions of Sections 6 to 10 inclusive.
- 4.39 Requests for Our European Roadside Assistance Service should be made according to the procedure detailed in Section 6. You or Authorised Driver will be able to speak to someone who speaks English at Our contact centre.

5. General Exclusions And Limitations

- 5.1 The following items are excluded from the scope of the Assistance Services:
- (1) Any Breakdown which Our Service Contractor reasonably believes would have been prevented by routine servicing of Your Vehicle in accordance with the manufacturer's service schedule.
 - (2) Any breakdown which Our Service Contractor reasonably believes is the result of a Vehicle taking part in any 'Motor Sport Event', including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, Concours d'élégance' events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the
 - (3) Any Breakdown in respect of a Vehicle over 3 years of age which does not have a current national certificate of roadworthiness.
 - (4) Any Breakdown in respect of a Vehicle which Our Service Contractor reasonably believes could not lawfully have been used on a public highway immediately before the Breakdown, for example when Your Vehicle does not have on display on its windscreen a valid road fund licence when it is first attended by Our Service Contractor.
 - (5) Any Breakdown in respect of a Vehicle which bears trade plates or which Our Service Contractor reasonably believes has just been imported or purchased at auction.
 - (6) Any Breakdown in respect of a Vehicle which Our Service Contractor reasonably believes

occurred before the commencement of the Assistance Period.

- (7) Any Breakdown in respect of a Vehicle which Our Service Contractor reasonably believes was notified to Us more than 24 hours after the Breakdown.
- (8) Any repairs to a caravan or trailer that is attached to Your Vehicle at time of the breakdown save as expressly provided for in Clause 4.32.
- (9) The cost of spare parts including without limitation body panels, windscreens, wheels, keys and key fobs unless these are expressly covered by Our Warranty save as expressly provided for in Clause 4.30 and Clause 4.32.
- (10) The cost of consumables including without limitation fuel, oils, hydraulic fluid, batteries, light bulbs and tyres.
- (11) Routine maintenance and running repairs, such as fixing faulty radios, interior light bulbs and heated rear windscreens.
- (12) The servicing or re-assembly of a vehicle where this is required as a result of neglect or unsuccessful work on the vehicle otherwise than as part of the Assistance Services.
- (13) The use of our vehicle transportation services for commercial purposes.
- (14) All labour charges which are not expressly stated to be payable by Us in these Terms and Conditions.
- (15) The cost of any part which is not expressly stated to be payable by Us in these Terms and Conditions.
- (16) All personal expenses including transportation, subsistence and accommodation costs which are not expressly stated to be payable by Us in these Terms and Conditions. You will generally need to make a claim for the reimbursement of personal expenses as provided in Section 7.
- (17) Any charges resulting from the failure to carry a legally compliant and serviceable spare wheel(s) or tyre(s) in Your Vehicle where this is a legal requirement in the territory in which the Breakdown occurs.
- (18) All ferry, toll or congestion charges levied in relation to Your Vehicle and any trailer or caravan that was attached to it at the time of the Breakdown) when it is being recovered by Us. These are Your responsibility or (in your absence) that of Your Partner or (if different in the case of Your Vehicle) the Authorised Driver.
- (19) The costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance.
- (20) Any Breakdown where Our Service Operator is unable to verify who You or the Authorised Driver are or Your service entitlement or that of the Authorised Driver.
- (21) Any Breakdown at which You or the Authorised Driver are not present when Our Service Operator attends to deliver the Assistance Services.
- (22) The provision of any assistance which is unlawful or which Our Service Operator reasonably believes to be unlawful.
- (23) Any warranty as to the general safety or roadworthiness of Your Vehicle following the provision of any Assistance Service.
- (24) Any special, indirect or consequential loss.

5.2 If specialist equipment is required to provide Assistance Services when Your Vehicle has left a road, is in a ditch, is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilised by the removal of its wheels, Our Service Contractor will arrange for the vehicle to be recovered to a location where we can deliver Our Assistance Services. The cost of such

recovery will be the responsibility of You or the Authorised Driver. Once Your Vehicle has been recovered to a suitable location where Our Service Contractor can deliver the appropriate Assistance Service, such service will be provided in accordance with these Terms and Conditions.

- 5.3 We may refuse to provide Assistance Services where Our Service Operator notifies Us that You or the Authorised Driver have requested Us to deal with the same or a similar fault or cause of breakdown to that attended to in regard to Your Vehicle within the preceding 28 days. It is your responsibility to make sure that any emergency repairs to Your Vehicle that are carried out by Our Service Operator are, where appropriate, followed as soon as possible by a permanent repair by qualified personnel.

6. Requests For Assistance Services

- 6.1 If You or an Authorised Driver require Our Home Start Service or Roadside Assistance Service then You should contact Us on the following telephone number: 0800 246 824. The caller will then be asked to provide the following information:
- (a) The model of Your Vehicle.
 - (b) The registration number of Your Vehicle.
 - (c) The caller's name and (if the caller is not the Registered Keeper) the name of the Registered Keeper/Member.
 - (d) The location and condition of Your Vehicle and whether it has a caravan or trailer attached to it.
 - (e) The number of passengers in Your Vehicle.
 - (f) A contact number (if possible).

European Roadside Assistance Service

- 6.2 If You or an Authorised Driver require Our European Roadside Assistance Service you should contact Us on the following telephone number: 0044 (0) 1737 50 00 23. The caller will then be asked by an English speaking incident manager to provide the following information:
- (a) The model of Your Vehicle.
 - (b) The registration number of Your Vehicle.
 - (c) The caller's name and (if the caller is not the Registered Keeper) the name of the Registered Keeper/Member.
 - (d) The location and condition of Your Vehicle and whether it has a caravan or trailer attached to it.
 - (e) The number of passengers in Your Vehicle.
 - (f) A contact number (if possible).

7. Claims For Reimbursement Of Charges And Expenses

- 7.1 If You wish to claim for the reimbursement of charges or expenses incurred in connection with a Breakdown in the United Kingdom that is covered by Us under these Terms and Conditions then please send a letter to the following address providing details of Your claim:

The AA, Member Care, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY

- 7.2 If You wish to claim for the reimbursement of charges or expenses incurred in connection with a Breakdown in a European Assistance Territory that is covered by Us under these Terms and Conditions then You need to complete a European Claims Form. You may obtain such a form by

telephoning 01256 493730 or writing to the following address:

Overseas Claims, The AA, Fanum House, Basing View, Basingstoke, Hants RG21 4EA

- 7.3 You will need to submit proof of expenditure to substantiate any claim for reimbursements of charges or expenses that You make on Us. Please submit original invoices and payment receipts with Your claim having taken copies for Your own records. Your original documentation will be returned to You once Your claim has been investigated.
- 7.4 You must cooperate with Us and Our Service Contractor regarding the recovery of any payments that We may make in connection with the delivery of the Assistance Services including permitting Us, where appropriate, to take legal proceedings in Your name.

8. Complaints

If you wish to make a complaint about the delivery of any of Our Assistance Services then contact our Service Contractor as follows:

By phone: 0161 333 5910

In writing: AA Member Relations, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY

By email: customersupport@theAA.com

9. Miscellaneous

- 9.1 These Terms and Conditions come into effect on 1 November 2012 and shall continue in force until they are revised or withdrawn. Please refer to www.Toyota.co.uk for the latest version of these Terms and Conditions

Improper use of Assistance Services

- 9.2 We may recover from You any payment that We make in connection with the delivery of the Assistance Services to which You and any other person were not entitled to receive or have the benefit of under these Terms and Conditions.

Force Majeure

- 9.3 Where a Force Majeure Event occurs We will be obliged to suspend or restrict the provision of the Assistance Services for the duration of such event. We will use all reasonable endeavours to restore the full provision of the Assistance Services as soon as possible.

Third Party Rights

- 9.4 A person or other legal entity who is not a party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection

- 9.5 We are the data controller for the purpose of the Data Protection Act 1998 ("the Act"). Each person who uses or requests to use one or more of the Assistance Services consents to the personal data that We collect from them directly or through Our Service Contractor being used for the following purposes by Us and/or Our Service Contractor:
 - (a) to verify their identity in order to determine their entitlement to receive the Assistance Services;
 - (b) to deliver the Assistance Services;
 - (c) to process claims made under these Terms and Conditions for the reimbursement of charges and expenses;

- (d) to recover expenditure from third parties;
- (e) to monitor the usage and to improve the quality of the Assistance Services;
- (f) to send Members information about Our products and services; and
- (g) for the prevention or investigation of crime.

All personal data are processed in accordance with the requirements of the Act.

Any questions and requests regarding Our data processing practices should be sent to:
The Data Protection Officer, Toyota (GB) PLC, Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UX.

10. Governing Law

- 10.1 These Terms and Conditions are governed by and shall be interpreted according to the laws of England. Through the grant of Membership both Parties (You and Us) agree to submit any dispute they have regarding these Terms and Conditions to the exclusive jurisdiction of the English Courts.