

TOYOTA MOTOR SALES, USA, INC.

Economic Loss Class Action Settlement Customer Support Program

To: All Toyota Dealer Principals, Service Managers, and Parts Managers
Subject: Customer Support Program (CSP) ELT

Please note that direct marketing of this Customer Support Program is strictly prohibited (Warranty Policy No. 5.21). Non-compliance with this policy may result in a claim debit. All parts replaced for this repair will be subject to parts recovery and warranty parts inspection.

On July 24, 2013, a settlement of claims for Economic Loss arising from allegations of unintended acceleration was approved. The settlement includes Toyota's agreement to provide a Customer Support Program ("CSP") for 1998-2010 model year (MY) vehicles equipped with an Electronic Throttle Control System (ETCS) to enhance the coverage of certain components. **This is NOT a recall or a campaign, but is provided to reassure owners that Toyota stands behind the reliability of our vehicles.** Please ensure that involved staff members thoroughly read and understand the documents relating to this CSP (e.g. the ASM reference Guide, the Dealer Letter, the Q&A, the Warranty Bulletin, the PANT, etc.).

CSP Coverage for Defects in Materials or Workmanship



This Customer Support Program provides **Primary Coverage** and **Secondary Coverage** for the applicable components. Please see additional information below.

Primary Coverage:

All eligible vehicles will receive 3 additional years of coverage against defects in materials or workmanship in covered components from the start of CSP ELT, regardless of mileage.

3 Year with NO Mileage Restrictions. Coverage Effective: 08/07/13 – 08/07/16

Secondary Coverage:

After the 3 year Primary Coverage, **Secondary Coverage against defects in material and workmanship** is applied to the Original Manufacturer's Warranty for each covered component up to a limit of 150,000 miles or an additional 10 years, whichever comes first.

Note: After the initial 3 year period, coverage under CSP ELT ends once the vehicle reaches 150,000 miles.

	Years of Coverage																			
DOFU	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Cruise Control Switch																				
Accelerator Pedal Assembly																				
Stop Lamp Switch																				
*Throttle Body Assembly																				
*Engine Control Module																				

Manufacturer's Warranty
CSP Extended Coverage

*Emissions Warranty may vary depending on the vehicle's original emission certification and state emission warranty requirements. Reference Warranty Policy Bulletin [POL13-02](#) for original Manufacturer Warranty details.

See Section Titled – **Limitations** (on following page) for additional information on exclusions and limitations. Please refer to the ASM Reference Guide for additional information.

Important Note:

- Applicable on or after 8/7/13.
- Not retroactive.
- Does not cover:
 - Abuse
 - Misuse
 - Tampering
 - Vandalism
 - Flood / Fire
 - Rebuilt
 - Impact
 - Salvaged Title
- The vehicle must be operable at the time of the commencement of the CSP.
- Applicable only to vehicles that were originally distributed in the US or the US Territories.
- Follow TWPP guidelines.

Customer Support Program (CSP)

Limitations

CSP ELT becomes effective on August 7, 2013. Only MY 1998-2010 vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.

CSP Start Date:

August 07, 2013

Minimum (Primary) Coverage End Date:

August 07, 2016

- This CSP ***is not*** retroactive; no refunds or payments will be made for repairs performed prior to the Court Order approving this settlement.
- Only covered components that fail due to a defect in materials or workmanship and otherwise fall within the parameters of this CSP will be covered.
- This CSP ***does not*** cover cosmetic damage or breakage due to outside forces, damage incurred from abuse, vandalism, flood, misuse, tampering, a crash, and/or other impact, animal damage, fire, or carbon build-up (refer to Tech Tip T-TT-0086-11 for carbon build-up).
- The defect in materials or workmanship in one of the covered components must have occurred on or ***after*** the date of commencement of the CSP.
- The CSP ***does not*** apply to scrapped, salvaged, dismantled, flood-damaged, rebuilt or other branded/salvage title vehicles (excluding lemon law branded vehicles).
- This CSP is applicable only to vehicles that were originally distributed in the US or the US Territories.
- Imported vehicles (ex. Mexico and Canada) are ***not*** covered, even if currently registered in the US.

Please refer to “***Toyota Warranty Policy & Procedures***” (TWPP) for additional assistance.

CSP ELT also provides coverage for select ancillary parts related to the covered components, such as necessary hoses, clips, connectors, etc., that are damaged as a result of the CSP repair. Ancillary parts are only covered if they are needed to complete the CSP and were not damaged prior to repair.

Covered Components

Coverage provided by CSP ELT will cover defects in materials or workmanship in the following five components:

- Engine Control Module
- Cruise Control Switch
- Accelerator Pedal Assembly
 - Accelerator Pedal Position Sensor (If Individually Serviceable)
- Stop Lamp Switch
- Throttle Body Assembly
 - Throttle Position Sensor (If Individually Serviceable)
 - Throttle Body Motor (If Individually Serviceable)

Important Note:

The Throttle Body Assembly may have parts that can be individually serviced. Before replacing any defective Throttle Body Assembly, please ensure the defective part cannot be replaced separately.

Customer Support Program (CSP)

(Covered Components CONTINUED . . .)

What is defined as a “defect in materials or workmanship” under CSP ELT?

A defect in materials or workmanship means defects objectively manifested by broken, cracked, or missing parts or components (not caused by abuse/misuse) and which result in improper function of the component.

The following examples are provided for reference:

Examples:	Covered	Not Covered
Rubber hoses connected to the throttle body are damaged during repairs to the throttle body.	✓	
Rubber hoses connected to the throttle body are cracked/worn prior to repair but the throttle body is OK.		✓
Throttle plate has excessive carbon build-up.		✓
An animal has damaged the component (e.g. chewed through the wiring).		✓
Accelerator pedal position sensor (APPS) is inoperative due to electronic failure.	✓	
Accelerator pedal has a foreign substance on it (e.g. tar, chewing gum, etc.)		✓
Cruise control switch is inoperative due to an internal defect.	✓	
Cruise control switch has broken off or the exterior is heavily worn.		✓
Stop lamp switch is no longer operating correctly due to electronic failure.	✓	
Stop lamp switch is out of adjustment.		✓
ECM appears to be damaged by a foreign substance (e.g. water).		✓
ECM is no longer communicating with the ETCS.	✓	
An aftermarket product has been spliced into the covered component's circuit.		✓

Covered Vehicles and Model Year

2001-2010 4Runner	2004-2010 RAV4	SCION
2005-2010 Avalon	2001-2010 Sequoia	2008-2010 xB
2002-2010 Camry	2004-2010 Sienna	2008-2010 xD
2002-2008 Camry Solara (2AZ)	2001-2005 Spyder (MR2) SMT	2005-2010 tC
2004-2008 Camry Solara (except 2AZ)	1998 Supra (2JZ-GE)	
2007-2010 Camry HV	2005-2010 Tacoma	
2003-2005 Celica (2ZZ)	2003-2004 Tacoma (5VZ w/ETCS-i)	
2005-2010 Corolla (except 2ZZ)	2003-2004 Tundra (5VZ)	
2005-2010 Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2000-2010 Tundra (except 5VZ)	
2007-2010 FJ Cruiser	2009-2010 Venza	
2004-2010 Highlander	2007-2010 Yaris	
2006-2010 Highlander HV	2006 Yaris Hatchback	
1998-2010 Land Cruiser	[Puerto Rico Only]	
2001-2010 Prius		

Important Note:

Only model year 1998-2010 vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.

Please refer to TIS and the Warranty Policy Bulletin (No. POL13-02) to identify vehicles covered under this CSP.

Customer Support Program (CSP)

Owner Notification

- Starting in early February 2013, Owner Notifications were mailed to owners by the court appointed administrator, Gilardi and Company. Approximately 22 million notices were mailed to Toyota, Scion, and Lexus customers informing them of the settlement. In early March 2013, notice of the settlement was also run in select U.S. publications along with banner ads that were posted on the internet.
- As this is a Customer Support Program, any dealership marketing of this CSP is a violation of Warranty Policy No [5.21](#). If it is determined that a dealer has violated this policy, reimbursement for work performed is subject to charge back.

Preparation of Dealership Customer Contact Points

Customers who contact your dealership regarding CSP ELT may not fully understand the parameters of this CSP and how it applies to them. Toyota has provided the following information along with an ASM Guide (Laminated 11 x 17 inch document) to assist your dealership in this regard.

- We suggest each Dealership designate two management level associates with complementary schedules to become familiar with the details of this CSP.

Responsibility of these Two Associates:

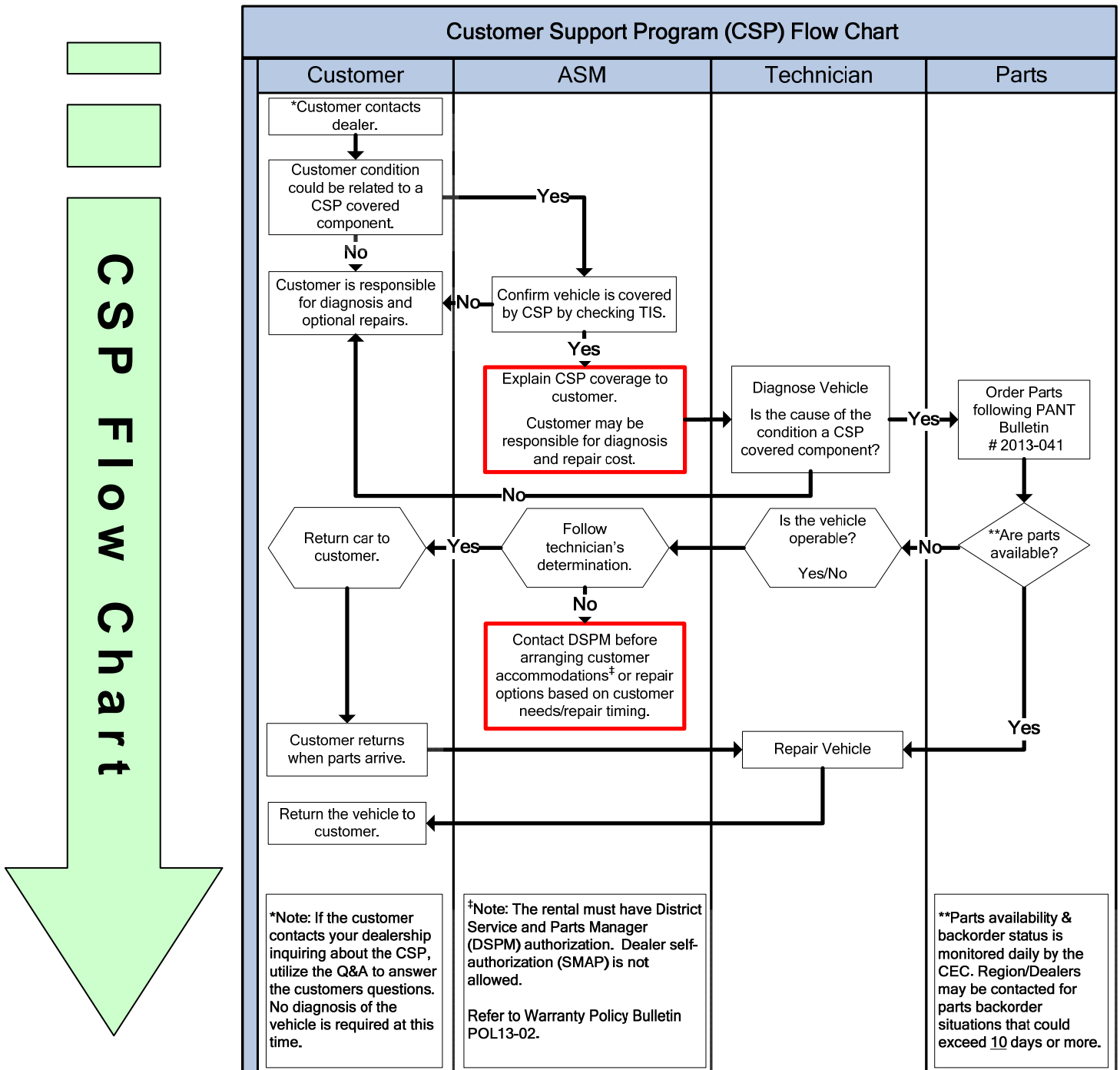
- Work together to coordinate activities both within the dealership as well as communicate with the Region/PD Offices.
 - Ensure associates (e.g. ASM, Warranty Administrators, etc.) become familiar with the details and materials related to this CSP.
 - Ensure strict adherence to CSP Policies. Inappropriate activities may be subject to claim debit and warranty parts inspection.
 - Reassure customers that Toyota stands behind its products.
 - Be the first touch points for customers contacting your dealership regarding this program.
 - Reassure the customer of the coverage offered under this CSP (see section titled – *CSP Coverage for Defects in Materials or Workmanship*).
 - Make sure the customer understands that there is a possibility that the condition at issue may not be covered under this CSP. If the condition does not relate to a defect in materials and/or workmanship in one of the five (5) covered components, the customer may be responsible for the diagnosis fee and any other repairs he/she may decide to have performed (see section titled – *CSP Coverage for Defects in Material or Workmanship*).
- If a customer believes his/her vehicle is experiencing a condition covered by this CSP, the designated associate(s) should arrange with the appropriate service staff for diagnosis and, if applicable, repair.
 - Some of these customers may be the second, third, or later owners and may have never visited a Toyota dealership. Please be patient and supportive as they may not be familiar with your operations. Each step in the process should be carefully explained to them.

Important Note:

Assign 2 management level associates to:

- *Coordinate CSP Activities.*
- *Train all associates.*
- *Ensure strict adherence to the CSP Policies.*
- *Be the main customer contact.*
- *Explain coverage and limitations to customer.*

Customer Support Program (CSP)

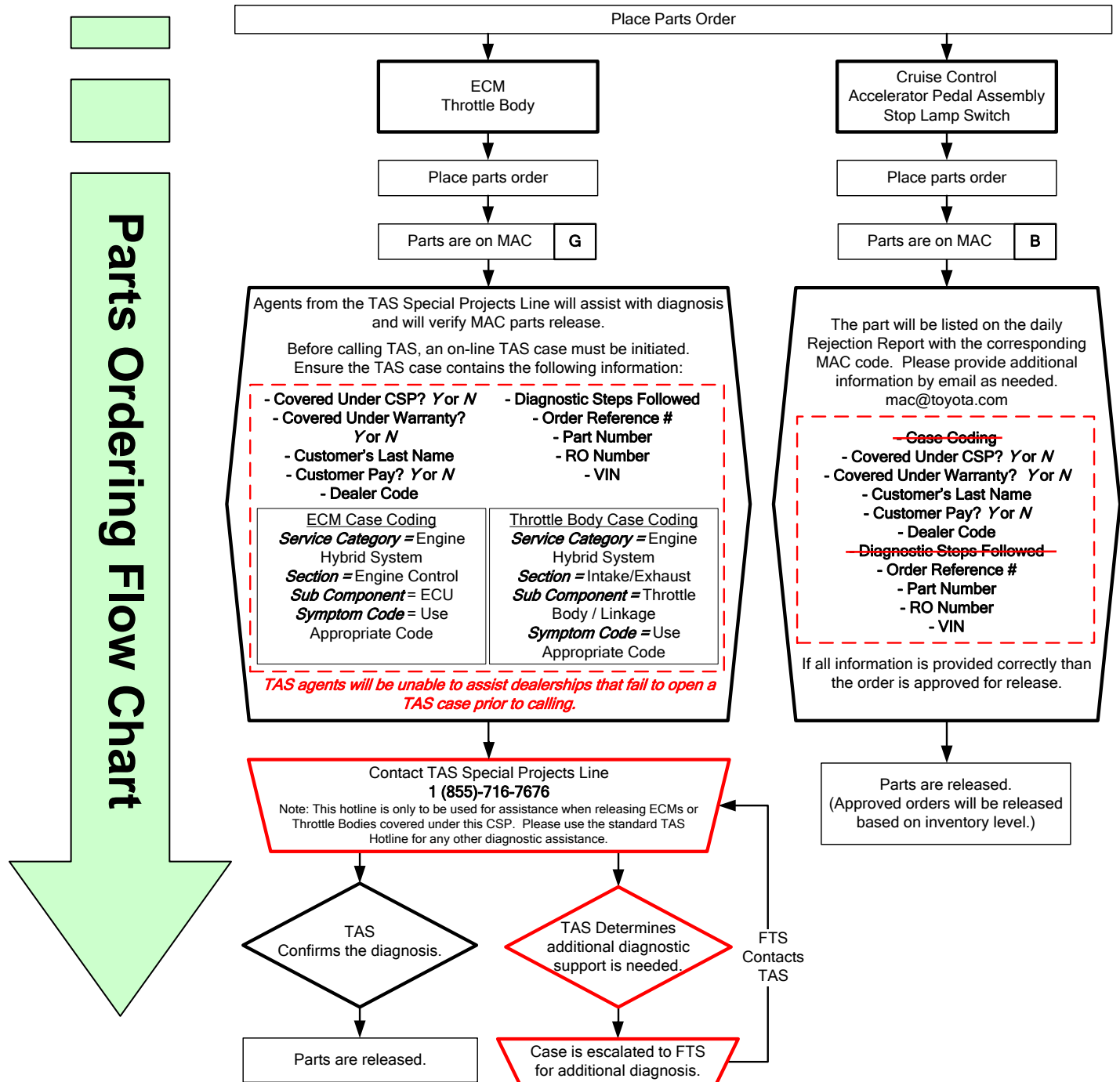


Make sure the customer understands there is a possibility that the condition at issue may not be covered under this CSP. If the condition does not relate to a defect in materials and/or workmanship in one of the five (5) covered components, the customer may be responsible for the diagnosis fee and any other repairs he/she may decide to have performed.

Customer Support Program (CSP)

Parts Ordering

The parts for this CSP will be placed on Manual Allocation Control (MAC). Please refer to the flowchart for MAC Release Procedure.



Note: For GST and SET dealers, please follow MAC procedures as defined by your distributor.

Customer Support Program (CSP)

Repair Procedure

Please refer to the Technical Information System (TIS) and the appropriate Repair Manual for diagnostic and repair procedures.

Claim Processing

Please refer to the Warranty Policy Bulletin (Bulletin No. [POL13-02](#)) for claim processing instructions for this CSP. *All parts replaced for these repairs will be subject to parts recovery and warranty parts inspection.*

Please note that direct marketing of this Customer Support Program is strictly prohibited (Policy No. [5.21](#)). Non-compliance with this policy may result in a claim debit and warranty parts inspection.

Repair Quality Confirmation

The repair quality of covered vehicles is extremely important to Toyota. To help ensure that all vehicles have the repair performed correctly, please designate at least one associate (someone other than the individual who performed the repair) to verify the repair quality of every vehicle prior to customer delivery.

Important Note:

- All parts replaced under this CSP are subject to parts recovery.
- Marketing of CSPs is strictly prohibited.
- Confirm repair quality.

Media Contacts

Media contacts (local and national) should receive a consistent message. In this regard, all media contacts must be directed to Cindy Knight (310) 468-2170 in Toyota Corporate Communications. (Please do not provide this number to customers. Please provide this contact only to media associates.)

Customer Questions

Please use the materials provided to answer any questions in regards to this CSP. If a customer has further questions, please direct the inquiry to:

- Toyota Customer Experience Center at 1-800-331-4331.
- Scion Customer Experience Center at 1-866-70-SCION (1-866-707-2466).

If the question is in reference to the other aspects of this settlement, please direct them to the settlement website www.ToyotaELsettlement.com or call **877-283-0507**. A copy of the proposed settlement agreement is also available on the website; it includes a list of affected vehicles, a description of the settlement, and estimated dates and deadlines.

Important Note:

Please review this entire package with your Service and Parts staff to familiarize them with the proper step-by-step procedures required to implement this CSP.

Thank you for your cooperation.
TOYOTA MOTOR SALES, U.S.A., INC.

All work must be performed by an authorized Toyota dealer.

Q1a: Why is Toyota only providing additional coverage for these specific components?

A1a: The CSP is part of a larger settlement between Toyota and a group of owners of ETCS equipped models. These five (5) components were agreed upon by Toyota and plaintiffs' counsel and were approved by the Court overseeing the settlement.

Q1b: What if other parts are needed to complete the repair?

A1b: This program also provides coverage for select ancillary parts related to the covered components (such as hoses, clips, connectors, etc.) that are damaged as a result of CSP repairs. Ancillary parts are only covered if they are necessary to complete the CSP and were not damaged prior to repair.

Q2: What is Toyota going to do?

A2: Starting in early February 2013, Owner Notifications **were mailed** to owners by the court appointed administrator, Gilardi and Company. Approximately 22 million notices were mailed to Toyota, Scion, and Lexus customers informing them of the settlement. In early March 2013, notice of the settlement was also run in select U.S. publications along with banner ads that were posted on the internet.

Q3: When does this CSP take effect?

A3: This CSP becomes effective on August 7, 2013. Only MY 1998-2010 vehicles equipped with an Electronic Throttle Control System (ETCS) are covered under this CSP.

CSP Start Date:	<u>August 7, 2013</u>
Minimum (Primary) Coverage End Date:	<u>August 7, 2016</u>

This CSP is provided to ensure the covered components are free from *Defects in Materials or Workmanship* for the period described in Q1.

Q3a: Under the CSP, what is the definition of a "Defect in Materials or Workmanship?"

A3a: A defect in materials or workmanship means defects objectively manifested by broken, cracked, or missing parts or components (not caused by abuse/misuse) and which result in improper function of the component.

Q3b: What if I have previously paid for repairs to address the condition(s) covered under this CSP?

A3b: This CSP **is not** retroactive; no refunds or payments will be made for repairs performed prior to the Court Order approving this settlement.

Q3c: Are there any other exclusions and limitations?

A3c: This CSP **does not** cover cosmetic damage or breakage due to outside forces, damage incurred from abuse, vandalism, flood, misuse, tampering, a crash, and/or other impact, animal damage, fire, or carbon build-up.

The CSP **does not** apply to scrapped, salvaged, dismantled, flood-damaged, rebuilt or other branded/salvage title vehicles (excluding lemon law branded vehicles).

This CSP is applicable only to vehicles that were originally distributed in the U.S. or the U.S. Territories.

Imported vehicles (ex. Mexico and Canada) are **not** covered, even if currently registered in the US.

The defect in materials or workmanship in one of the covered components must have occurred on or **after** the date of the commencement of the CSP.

Q4: Is there a possibility that the condition I am experiencing is not covered under this CSP?

A4: Yes; there is a possibility that the condition you are experiencing is not covered under this CSP.

Please be aware that if the condition does not relate to a defect in materials or workmanship in one of the five covered components, you may be responsible for the diagnostic fees and any other repairs you may decide to have performed.

Q4a: What if my Authorized Toyota Dealership determines that the condition I am experiencing is not covered by this CSP, but I strongly disagree with the diagnosis?

A4a: Please call the Toyota Customer Experience Center (see Q8).

Q4b: What if I choose to have one of the covered components repaired at a non-Toyota Facility? Will Toyota reimburse me for these repairs?

A4b: No; this CSP is only applicable for repairs performed at an Authorized Toyota Dealership. There are no reimbursements for repairs performed at other facilities, or for repairs made prior to the commencement of the CSP.

Q5: Which vehicles are included in this CSP?

A5: This CSP includes 1998 through 2010 Model Year Toyota and Scion vehicles equipped with ETCS.

TOYOTA	TOYOTA	SCION
2001-2010 4Runner	2004-2010 RAV4	2008-2010 xB
2005-2010 Avalon	2001-2010 Sequoia	2008-2010 xD
2002-2010 Camry	2004-2010 Sienna	2005-2010 tC
2002-2008 Camry Solara (2AZ)	2001-2005 Spyder (MR2) SMT	
2004-2008 Camry Solara (except 2AZ)	1998 Supra (2JZ-GE)	
2007-2010 Camry HV	2005-2010 Tacoma	
2003-2005 Celica (2ZZ)	2003-2004 Tacoma (5VZ w/ETCS-i)	
2005-2010 Corolla (except 2ZZ)	2003-2004 Tundra (5VZ)	
2005-2010 Corolla Matrix (except 1ZZ 4WD, 2ZZ)	2000-2010 Tundra (except 5VZ)	
2007-2010 FJ Cruiser	2009-2010 Venza	
2004-2010 Highlander	2007-2010 Yaris	
2006-2010 Highlander HV	2006 Yaris Hatchback	
1998-2010 Land Cruiser	[Puerto Rico]	
2001-2010 Prius		

Q5a: How do I determine if my vehicle is part of the CSP?

A5a: You may determine if your vehicle is covered under this CSP using one of the following resources:

- Contact the Toyota Customer Experience Center (see Q8).
- Visit the settlement website www.ToyotaELsettlement.com.
- Contact an Authorized Toyota Dealership.

Q6: Are there any other Toyota, Lexus or Scion vehicles included in this Settlement?

A6: Yes, 1998 – 2010 Model Year Lexus vehicles equipped with ETCS are also included in this settlement.

LEXUS				
2002-2010 ES	2003-2010 GX	1998-2010 LS	2004-2010 RX	1998-2000 SC
1998-2010 GS	2010 HS	2008-2010 LS HV	2006-2008 RX HV	2002-2010 SC
2007-2010 GS HV	2001-2010 IS	1998-2010 LX	2010 RX HV	

Q7: What should I do if I believe one of the covered components on my vehicle has a defect in materials or workmanship?

A7: Please contact your local Toyota dealer for appropriate diagnosis and repair. If the condition is in accordance with the terms of this CSP, the repair will be performed at **no charge** (see Q3 & Q4).

Q7a: What if the components covered under this CSP are functioning normally but I would like to have them replaced?

A7a: This CSP only applies to vehicles that have experienced a defect in materials or workmanship in the covered components.

Q8: What if I have additional questions or concerns?

A8: If you have questions or concerns please contact:

- Toyota Customer Experience Center at 1-800-331-4331
- Scion Customer Experience Center at 1-866-70-SCION (1-866-707-2466)

Monday through Friday, 5:00 am to 6:00 pm, or Saturday 7:00 am to 4:00 pm Pacific Time.

For additional information regarding the *Economic Loss Class Action Settlement*, please visit the settlement website www.ToyotaELsettlement.com.