If you own or lease a Subject Vehicle<sup>1</sup> on or after the Final Effective Date which is currently anticipated to be **February 12, 2023,**<sup>2</sup> you may be eligible to receive certain benefits under the Settlement's Loaner/Towing Program, as further described below.

"Subject Vehicle" means 2010 to 2015 model year Prius vehicles and 2012 to 2017 model year Prius V vehicles that were the subject of Safety Recalls E0E, F0R, J0V, and/or 20TA10.

## Loaner/Towing Program

If on or after the Final Effective Date which is anticipated to be **February 12**, **2023**, these Warning Messages appear on your Subject Vehicle's dashboard, you may be eligible for a loaner vehicle or tow to your nearest Toyota Dealer if your Subject Vehicle requires repair or replacement of its IPM or Inverter pursuant to the terms of the Settlement Agreement:

	Warning messages
CHECK HYBRID SYSTEM	Hybrid system warning message
CHECK PCS SYSTEM	PCS system warning message (if equipped)
	Note: Display may switch between Check Hybrid System and Check PCS System

The presence or absence of a Warning Message is not determinative as to whether the Subject Vehicle is or is not entitled to a cost-free repair or replacement of the IPM or Inverter. If the Subject Vehicle's IPM or Inverter does not require repair or replacement, you will not be eligible for a cost-free tow or a costfree loaner vehicle under the terms of the Settlement Agreement. If your vehicle was towed by Toyota, this means you may be responsible for paying the towing costs. However, if the Subject Vehicle does not require repair or replacement of the IPM or Inverter, you may request that Toyota or a Toyota Dealer discount or absorb the cost of towing as goodwill, though neither Toyota nor the Toyota Dealer is

<sup>&</sup>lt;sup>1</sup> All capitalized terms are as defined in the Settlement Agreement.

<sup>&</sup>lt;sup>2</sup> This date may change. Please periodically check the website, www.toyotapriusinvertersettlement.com, for updates. This document will also be revised and updated with the most current information as it becomes available, and it will be posted to the Settlement website.

obligated to do so.

To obtain a tow and/or a loaner vehicle, please follow the instructions below.

- **Towing the Subject Vehicle to the Nearest Toyota Dealer**: If you do not feel comfortable driving your Subject Vehicle, you may request a tow by:
  - If your Subject Vehicle is not on a public roadway (meaning it is in the garage or driveway of the Class Member or the subsequent purchaser and/or transferee), calling the nearest Toyota Dealer to arrange for a cost-free tow of your Subject Vehicle to the Toyota Dealer.
  - If your Subject Vehicle is on a public roadway, calling the nearest Toyota Dealer to arrange for a cost-free tow of your Subject Vehicle to the Toyota Dealer; OR calling Toyota's 24/7 Roadside Assistance Hotline at 1-833-942-3997 and a Toyota representative will arrange for your Subject Vehicle to be towed cost-free to the nearest Toyota Dealer.
  - **Inability to obtain a tow from Toyota**: If you are unable to arrange a tow from a Toyota Dealer or Toyota's 24/7 Roadside Assistance Hotline within a reasonable amount of time, Toyota will reimburse reasonable towing expenses, up to a maximum of \$250.00, for a tow.
- Loaner Vehicle: If your Subject Vehicle requires repair or replacement of its IPM or Inverter, and the repair or replacement will exceed four (4) hours and/or will require your Subject Vehicle to remain at the Toyota Dealer overnight, you are entitled to a complimentary Loaner Vehicle starting with the day on which the Subject Vehicle is brought to a Toyota Dealer for repair and/or replacement of the Inverter and/or IPM until the day that work is completed.

## **Customer Confidence Program**

In addition to a complimentary tow and/or complimentary loaner car as described above, you are also entitled to benefits under the Customer Confidence Program.

As of the Final Effective Date which is anticipated to be **February 12, 2023**, and subject to the conditions set forth below, Toyota will implement the Customer Confidence Program under which it will pay to repair or replace the IPM or Inverter installed in Subject Vehicles for twenty (20) years from the date of First Use, with no mileage limitation, subject to the terms described below.

When the Customer Confidence Program is operational, only repairs or replacements performed by a Toyota Dealer will be eligible for coverage. <u>PLEASE NOTE</u>: You are entitled to this coverage even if your Subject Vehicle has not been brought into a Toyota Dealer in response to Safety Recalls EOE, FOR, JOV, or 20TA10.

The terms of the Customer Confidence Program are as follows:

- (a) Extended coverage of the Subject Vehicles under the Current Warranty Enhancement Programs (which relates to DTCs P0A94, P0A1A, P324E, and P3004) for a total of twenty (20) years from the date of First Use of the Subject Vehicle;
- (b) Coverage for repairs and/or replacement of a Subject Vehicle's Inverter if a Toyota Dealer: (i) identifies that either DTC P0A7A and/or DTC P0A78 have been triggered; (ii) confirms that the Inverter has failed; and (iii) determines that the Inverter needs to be repaired and/or replaced;
- (c) Coverage for repairs and/or replacement of the Inverter, at no cost to the Class Member, if a Toyota Dealer: (i) confirms that the Inverter has failed due to a Thermal Event, regardless of what DTC is triggered; and (ii) determines that the Inverter needs to be repaired and/or replaced; and
- (d) Toyota shall also provide coverage for repairs and/or replacement of the IPM, regardless of which DTC is triggered (if any), if a Toyota Dealer: (i) confirms that the IPM has failed; and (ii) cannot demonstrate that the IPM failure was due to anything other than Thermal Stress.

## **Right to Appeal Denial of Benefits and Applicable Time Limits**

Toyota Dealers are to provide each Class Member or subsequent purchaser/transferee of a Subject Vehicle who is denied coverage or other benefits eligible for payment under the Customer Confidence Program and/or the Loaner/Towing Program with a repair order or work order that includes the following language: "To appeal the denial of a loaner, tow or repair related to the Inverter and/or IPM, you must submit an Appeal Form. which can be found  $\mathbf{at}$ www.toyotapriusinvertersettlement.com. Your appeal must be submitted within 45 days from the date on this document" If this language is included on your repair or work order, your appeal must be submitted within 45 days from the date on this document.

In the event a Toyota Dealer fails to include the required language on a work or repair

order, a Class Member or subsequent purchaser/transferee of a Subject Vehicle shall have the right to appeal for one year from the date of the denial of such coverage.

The Appeal Form is available at <u>www.toyotapriusinvertersettlement.com</u>. Please note that if the Settlement is approved, a link to the appeal form (which can be filled out and submitted online) will be posted to the website after the Final Effective Date. See FAQ # 3 for an explanation of the Final Effective Date.

The Settlement Claims Administrators shall make a final determination as to whether coverage or other benefits should be provided in accordance with the terms of this Settlement Agreement, and shall do so within forty-five (45) days of the Appeal Form's submission. In the event an appeal of a denial related to the Customer Confidence Program is decided in favor of the Class Member or subsequent purchaser/transferee of a Subject Vehicle, and the Class Member and/or subsequent purchaser/transferee paid to replace or repair an IPM or Inverter in the Subject Vehicle during this time (whether at a Toyota Dealer or an independent mechanic) a check for the amount of the repair will be sent as soon as practicable after that decision, subject to the submission of proof of payment for that IPM/Inverter repair or replacement.