

# Transportation Claims Policies & Procedures Manual

(This manual contains references to some documents and images that are currently unavailable.

These documents and images will be added as they become available.)

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Section: Introduction

Policy: GENERAL INFORMATION

Policy #: **1.0** 

The Transportation Claims Policies and Procedures Manual has been developed to assist dealer personnel by establishing general principles and, wherever applicable, specific guidelines for the transportation, delivery, receipt, and repair disclosure requirements of new vehicles.

It is the policy of Toyota Motor Sales, U.S.A., Inc. (TMS) to assist its dealers in obtaining prompt and satisfactory settlement of loss or damage claims. The procedures for processing and settling transportation claims have been established by government agencies, legislative statute and judicial interpretation, individual carriers through tariff regulations, and by TMS. Adherence to the procedures in this manual will help ensure that transportation claims are handled with expediency and fairness.

It is also the policy of TMS to assist dealers in meeting their state repair disclosure requirements. All personnel involved in the repair and sale of Toyota vehicles should familiarize themselves with the contents of this manual so that all reporting obligations are met.

Transportation bulletins will be periodically published as procedural and policy changes are added or amended.

Section: Introduction

Policy: MAILING ADDRESS

Policy #: **1.1** 

#### **MAILING ADDRESS**

Toyota Motor Sales, U.S.A., Inc.

Attention: TLS Claims Administration Department

19001 S. Western Avenue – Mail drop PS11

Torrance, California 90509-2991

#### **FAX NUMBER**

Fax transmissions should be sent to:

(310) 974-5656

To facilitate proper routing, it is recommended that the addressee and addressor are clearly noted on all copies of the fax.

Section: Introduction

Policy: DEALER 800 ASSISTANCE LINE

Policy #: 1.2

A toll-free assistance line is in operation to provide immediate response to dealer transportation and warranty claims questions. The assistance line operates Monday through Friday.

Note: 800 Line operation hours are subject to change and are updated via weekly editions of Warranty Weekly News Update. The phone numbers for dealers are:

**Toyota - (800) 421-3407 (option #2)** 

Lexus - (800) 553-9055 (Request transfer to Transportation Claims)

Before calling, the dealer should carefully examine the problem and explore possible solutions. If assistance is required, all substantiating documentation, which may be required to resolve the problem, should be accessible. The transportation claims assistance line should be used for:

- Clarification of claim returns or denials.
- Assistance in making claim corrections.
- Clarification of transportation claim policy and procedures.
- Guidelines on where to find specific transportation claim information and submittal procedures.

The dealer transportation claim hot line should **NOT** be used for:

- Approval items requiring authorization.
- Questions other than those related to transportation claim policies and procedures (e.g., parts returns, warranty claims). Dealers should contact the appropriate department or individual.

Policy #1.2

- Dealer Daily questions or issues (e.g., Dealer Daily Reports, technical issues and functions). Dealer should contact the Dealer Daily hotline at (877) 353-2459.
- Request for information obtainable through Dealer Daily (e.g., in-service date, claim status, vehicle claim history; etc.).

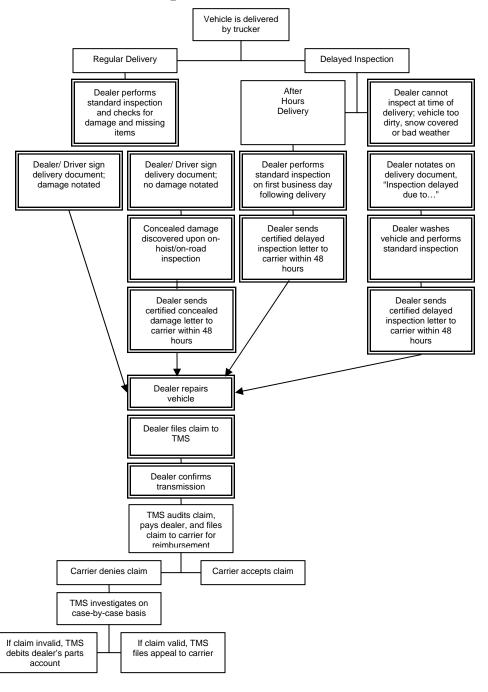
Section: Introduction

Policy: VEHICLE TRANSPORTATION CLAIMS PROCESS

Policy #: **1.3** 

To better understand the vehicle transportation claims process, below is a flow chart illustrating the major steps in claims documentation and filing:

#### **Vehicle Transportation Claims Process Flow Chart**



Section:	New Vehicle Delivery Preparation
Policy:	GENERAL INFORMATION
Policy #:	2.0

#### **DELIVERY PREPARATION**

In order to ensure smooth and efficient delivery of vehicles, the dealer should:

- 1) Provide the carrier with the latest schedule of business hours, including specific days **and** hours when vehicle deliveries are permitted.\*
- 2) Designate and maintain a specific entry and exit corridor.
- 3) Designate and maintain a specific unloading and staging area. This area should be free of congestion, surface obstructions, low-lying overhead objects, and should be of sufficient size to allow drivers to safely maneuver their transport equipment
- 4) Appoint a minimum of two (2) receiving representatives. These individuals should be thoroughly trained in damage inspection procedures and damage documentation. They must be available to inspect vehicles during the specific days and hours as specified in item 1.
- \* Vehicles delivered outside the specified hours are considered subject to inspection (STI). Please see Policy 4.3 for further clarification.

Section: New Vehicle Acceptance

Policy: GENERAL INFORMATION

Policy #: **3.0** 

#### **Policy**

While considerable effort is expended to ensure delivery of damage free vehicles, it is possible that a vehicle may arrive in a damaged condition. It is **REQUIRED** that dealers accept delivery of **all** vehicles, **regardless of the presence of damage**. **All damage must be noted on the delivery document at time of delivery**. It is highly recommended that digital photos be taken to support damage documentation.

Dealers must immediately notify their Area/Regional Office in all cases of suspected critical damage. The Area/Regional Office will inspect the unit and determine its ultimate disposition.

If it is later determined that a vehicle was refused without the required damage documentation, carrier notification, and without authorization from the Regional/Area office, the dealer will be liable for all costs incurred by TMS as a result of its refusal.

Section: New Vehicle Inspection

Policy: GENERAL INFORMATION

Policy #: **4.0** 

Continued success requires that we strive toward the highest levels of quality and customer satisfaction in the industry. We can further this goal by helping to ensure that the factory quality built into each vehicle is maintained throughout the entire transportation and handling process.

A careful, conscientious inspection at the time of vehicle delivery will help to ensure that only damage free, factory-fresh vehicles are delivered to customers. <u>A thorough delivery inspection will also ensure prompt and full recovery of repair costs due to transport damages and shortages</u>.

The cost of any completed repairs or shortages not noted on the delivery document at time of delivery will be charged back to the dealer.

Section: New Vehicle Inspection

Policy: DAMAGE IDENTIFICATION, DAMAGE AREA, AND DAMAGE

**TYPE** 

Policy #: **4.1** 

#### **DAMAGE IDENTIFICATION**

The proper identification of transportation-related damages and shortages at the time of inspection is critical to dealer recovery. It is, therefore, of the utmost importance that the dealer appoint at least two representatives who are knowledgeable and experienced in receiving new vehicles.

For the dealer's protection, no dealer personnel, other than those appointed should inspect the vehicle and sign the delivery document.

#### **DAMAGE AREA**

All damaged areas must be noted on the delivery document at time of delivery. Dealers will not be reimbursed for repairs made to panels or components not noted on the delivery document.

#### **DAMAGE TYPE**

Accurate identification of damage type found at the time of delivery is important for two reasons:

- Damage Prevention Efforts: Toyota may more precisely zero in on the cause of a particular type of damage to keep it from recurring.
- *Claims Administration:* Proper type of damage will ensure complete claim recovery from the carrier.
- *Dealer Reimbursement:* Undocumented or incorrect damage type will result in partial or total chargeback.

The following illustrative pages have been developed in order to assist you in the proper classification of damages types commonly found during new vehicle inspection.

Policy #4.1

#### TRANSPORTATION DAMAGES



#### **DAMAGE TYPE CODE 01: BENT**

Deformed panel or part resulting from impact. This code is different from "Broken" or "Dented." Damage is not considered transportation if caused by factory misalignment.



#### **DAMAGE TYPE CODE 02: BROKEN (EXCEPT GLASS)**

Inoperable. Also, to separate into two or more pieces due to impact.

Policy #4.1

### Photo Currently Unavailable

#### **DAMAGE TYPE CODE 03: CUT**

A smooth-edged separation caused by a sharp-edged instrument. Not a "Break," "Crack" or "Tear" Not considered transportation if caused by factory installation.



#### **DAMAGE TYPE CODE 04: DENTED (PAINT BROKEN)**

An inward surface depression (outside-in), with paint broken, caused by impact. An outward dent (inside-out) is <u>not</u> considered transportation. On metal surfaces, a dent typically requires metal time, in addition to paint refinishing time, to repair.

Policy #4.1



#### DAMAGE TYPE CODE 05: CHIPPED (EXCEPT GLASS, PANEL EDGE)

Photo Currently Unavailable

DAMAGE TYPE CODE 06: CRACKED (EXCEPT GLASS)

Policy #4.1



#### **DAMAGE TYPE CODE 07: GOUGED**

A groove or cavity chiseled or scooped out causing damage to metal or plastic surfaces. On metal surfaces, a gouge typically requires metal time, in addition to paint refinishing time, to repair.

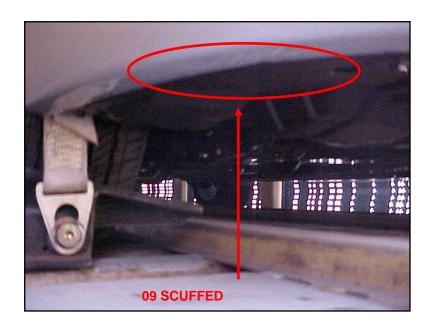


#### DAMAGE TYPE CODE 08: MISSING (EXCEPT MOLDING/EMBLEM)

Vehicle part is not present at time of delivery inspection. Not considered transportation if incorrect component installed by factory. Examples of missing items include: keys, floor mats, wheel covers, cargo mats, etc.

Missing keyless remotes are considered a warranty claim – not transportation liability.

Policy #4.1



#### **DAMAGE TYPE CODE 09: SCUFFED**

A scrape mark that typically does not break the paint surface. Metal/Repair time is <u>not</u> required.

If scuff can be buffed or compounded out it is considered commercially acceptable and <u>not</u> a payable transportation claim.



#### DAMAGE TYPE CODE 10: STAINED OR SOILED INTERIOR

The staining or soiling of an interior surface by a foreign substance.

Policy #4.1



**DAMAGE TYPE CODE 11: PUNCTURED** 

A hole or perforation caused by piercing.



#### DAMAGE TYPE CODE 12: SCRATCHED (EXCEPT GLASS)

A narrow-line type mark or cut in painted, chrome, or plastic surfaces. In painted surfaces, damage is through clear coat and/or reaches prime coat or metal. Metal/Repair time is not required on a scratch to repair.

Policy #4.1

### **Photo Currently Unavailable**

#### **DAMAGE TYPE CODE 13: TORN**

Similar to "Cut," but edges are rough or jagged. <u>Not</u> considered transportation damage if due to factory misalignment or installation.



#### DAMAGE TYPE CODE 14: DENTED - PAINT/CHROME NOT DAMAGED

An inward surface depression (outside-in), having no visible damage to the paint, caused by impact or pressure.

An outward dent (inside-out) is <u>not</u> considered transportation.

Policy #4.1



#### **DAMAGE TYPE CODE 20: GLASS CRACKED**

Glass is still intact. Typically caused by impact from foreign object.



#### **DAMAGE TYPE CODE 21: GLASS BROKEN**

Glass has broken into pieces as a result of impact to the glass or nearby panel or molding. Not to be described as "Cracked" (pieces remain together).

Policy #4.1



#### **DAMAGE TYPE CODE 22: GLASS CHIPPED**

A particle or fragment of glass broken off as a result of impact.

**Photo Currently Unavailable** 

#### **DAMAGE TYPE CODE 23: GLASS SCRATCHED**

A narrow-line type mark in glass surface as a result of impact.

Policy #4.1

Photo Currently Unavailable	

#### DAMAGE TYPE CODE 34: CHIPPED PANEL EDGE

A small area of missing paint due to impact.

Not considered a payable transportation claim if repair requires only touch up ("BTU," Brush-Touch-Up).

Policy #4.1

#### **WARRANTY DEFECTS**

consi	Photo Curre	ently Unavail	Tile as wa	rranty cla
Cracks i	S STRESS CR in glass originat to nearby panels	ing beneath a p	 r molding wi	th <u>no</u> eviden

#### LOOSE OR MISSING MOLDING/EMBLEM

**Photo Currently Unavailable** 

Loosening of a molding or emblem as a result of a defect in materials or factory installation. <u>Not</u> warranty if loosening is due to impact to molding/ emblem or an adjacent part during the transportation process.

Policy #4.1

#### **MISALIGNED PANEL/ PART**

Misalignment of vehicle panels or parts as a result of improper installation at the factory.

**Photo Currently Unavailable** 

#### **INSIDE-OUT DENT**

A dent typically caused during factory production from an object striking the inside of a panel. The paint surface may or may not be broken. <u>Not</u> transportation unless carrier negligence is conclusively proven.

Policy #4.1

Photo Currently Unavailable
PAINT RUN A paint flaw occurring during factory production.
Photo Currently Unavailable

#### **FOREIGN MATERIAL IN PAINT**

A paint flaw occurring during factory production from dirt in the paint or improper preparation of panel surfaces prior to painting.

Policy #4.1

Photo Currently Unavailable
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#### **PAINT BLISTERING**

A loss of adhesion of the paint to the panel surface resulting from contaminants in the paint or improper panel preparation during vehicle production.

**Photo Currently Unavailable** 

#### **FLUID SPILLAGE**

Discoloration of an exterior surface by a fluid substance. <u>Not</u> transportation if source of fluid is determined to be from a factory defective Toyota component (e.g., battery) from the same or another vehicle.

Policy #4.1

Photo Currently Unavailable	

#### **FLAT TIRE**

Loss of air due to factory installation or an imperfection in the tire. Considered transportation if condition is a result of impact or penetration (as if by a nail) damage.

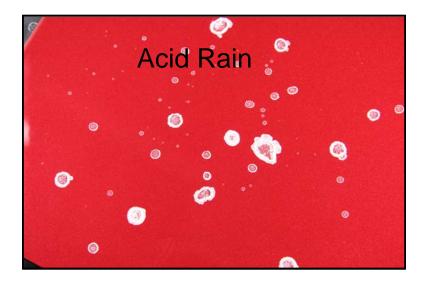
Policy #4.1

#### **OTHER DAMAGE**



#### **WATER SPOTTING**

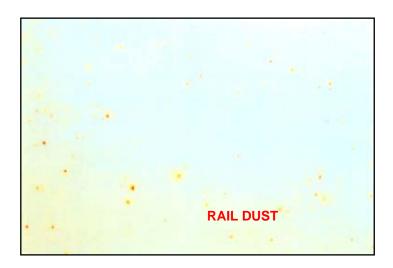
Spotting to mostly horizontal paint surfaces caused by mineral deposits left after water evaporation. <u>Not</u> considered a payable damage as deposits typically do not break the paint surface and can be buffed or compounded out.



#### **ACID RAIN**

Spotting to mostly horizontal paint surfaces caused by environmental fallout. Acid rain damage is not covered by the new vehicle limited warranty or by transportation carriers. Repairs for fallout damage may be eligible for goodwill consideration (see Section *5.0*).

Policy #4.1



#### **RAIL DUST**

Metallic particles on mostly horizontal paint surfaces resulting from rail transit. Rail dust damage is not covered by the new vehicle limited warranty or by transportation carriers. Repairs for rail dust damage may be eligible for warranty consideration (Operation Code 999130).

Section: New Vehicle Inspection

Policy: DAMAGE DOCUMENTATION

Policy #: **4.2** 

#### CARRIER DELIVERY DOCUMENT

Every carrier is required to provide a delivery document for each new vehicle for the purpose of recording delivery and noting any transportation damage or shortage.

The dealer <u>must</u> record all visible damages and shortages on the delivery document before accepting vehicles and signing the carrier's delivery document.

In instances, where a driver's notations already exist on the delivery document, it is still the dealer's responsibility to confirm/deny the driver's comments on the delivery document prior to signature and acceptance of the vehicle.

The carrier is not liable for any damages or shortages, which do not appear on the **carrier's delivery document**. The only exceptions to this policy are damages discovered during a concealed damage or delayed inspection. These special conditions are discussed in Section 4.4.

It is **strongly recommended** that both the carrier and dealer representative observe the following guidelines when filling out the delivery document:

- 1) Write directly on the delivery document when making the vehicle inspection to ensure a more accurate and complete report. All writing must **be done on the top copy only.**
- 2) Press firmly when making notations so that all copies can be easily read.
- 3) Print legibly.
- 4) Fill in all applicable information.
- 5) Prepare the delivery document with care, accuracy, and truthfulness.

Policy #4.2

#### **Five Digit Damage Codes**

Most damage is documented using an industry accepted five-digit damage code system. This system standardizes inspection recording, eliminates incomplete and illegible handwritten notations, and allows damage to be recorded easily.

The five-digit code system permits the dealer to provide a detailed description of the damaged area(s), the type of damage, and the damage severity. The damage code system is based on the following five-digit arrangement:

Nui	nber	Digit
<u>Descriptor</u> of I	<u>Digits</u>	Range
Damage Area	2	00-99
Damage Type	2	00-99
Damage Severity	1	1-6

A full description of each damage code can be found at Exhibit 4C.

An example is as follows:

A **scratch** to the **rear bumper** with a length of **5 inches** would be coded:

Damage Area	Damage Type	<b>Damage</b> Severity
04	12	3

Please refer to Exhibit 4B (Page 43) for information on how to record damage on delivery documents designed around the 5-digit damage code system.

Policy #4.2

#### **Handwritten Damage Notations**

If the five digit damage code is not used, the dealer must make handwritten damage notations. <u>All damages or shortages</u> must be written legibly. The dealer will be required to convert the handwritten notations into the 5-digit arrangement before Dealer Daily will accept a claim.

Handwritten damage notations or remarks will have a direct impact on claim payment. Handwritten notations should primarily be limited to describing damage area, type (e.g., dent, scratch), and severity, as well as indicating special delivery or vehicle inspection conditions (refer to Section 4.4, Delayed Inspection).

The dealer should refrain from making notations regarding the possible causes of damage (e.g., "Possible Factory Defect," "Warranty," "Not Carrier Responsibility," etc.). Any notations referring to factory/warranty damage must be filed as a warranty claim.

Section: New Vehicle Inspection

Policy: STANDARD VEHICLE INSPECTION

Policy #: **4.3** 

#### **Policy**

Before accepting vehicles and signing any acknowledgments of receipt (e.g., delivery document), it is the responsibility of the dealer to make a thorough inspection of all vehicles received and to note any shortages and damages. Failure to properly document damages or follow recommended inspection procedures will jeopardize the dealer's ability to recover the cost of repairs.

#### **NORMAL BUSINESS HOURS**

Vehicles delivered during normal business hours are to be inspected immediately by the dealer's trained representative and in the presence of the driver. The inspection should begin while the vehicles are still on the trailer.

Note: For obvious safety reasons, dealer personnel must never enter or climb onto transport equipment.

#### **ON BOARD**

This first inspection, commonly referred to as an "on-board" inspection, is to check for:

- Improper tie downs.
- Undercarriage damage exhaust system, suspension, frame, gas tank, brake lines.
- Fluid leakage to determine source (e.g., trailer hydraulic fluid, battery leakage, fluid from other vehicles).

Policy #4.3

#### **ON GROUND**

After the on board inspection is complete, an on ground inspection should be performed. The on ground inspection is conducted while the carrier driver is still present.

Although tariff regulations vary, the dealer is generally **allowed one hour** free **time per load from the** time of staging to make an on ground inspection. Tariff regulations allow the carrier to charge the dealer for time beyond the one-hour free waiting period. The dealer should use this time wisely to perform a *conscientious* inspection and to *thoroughly* record all damages and shortages on the delivery document.

The on ground inspection is to check for:

- Scratches, dents, cuts, stains, damage to body trim, glass cracks, pitting or rock damage (exterior panels).
- Accessories and optional equipment as noted on the Monroney Label (e.g. Floor mats, wheel covers, etc...)
- Interior items, such as seat cushions, carpet, sun visors, headliner, door trim, console, dash and the instrument panel.

Note: Special attention should be given to interior around the driver's area.

- Trunk contents spare tire, jack, wheel cover, tool kit.
- Under the hood missing equipment, damaged components, fluid leaks.

Note: If there is damage to the trunk, hood, or roof, a check for related damage should be performed under the hood, inside the trunk and under the molding (windshield cracks).

Policy #4.3

On Ground, continued;

#### **Rapgard Protective Masking**

The dealer may receive vehicles masked with an adhesive plastic film known as Rapgard. This material is intended to provide protection against airborne and waterborne contamination such as industrial fallout, acid rain, and rail dust.

To provide optimum protection, it is recommended that the dealer leave the Rapgard on the vehicle until the maximum allowable time limit.

The on ground inspection for vehicles masked by Rapgard is no different than for unmasked vehicles except:

- All masked vehicle surfaces should be inspected to identify areas where the Rapgard may have been disturbed. Disturbance includes:
  - Torn, Ripped, Scuffed, Scraped, Scratched, Stained, Removed & Re-Applied, Soiled, Punctured, Loose, Lifted, Sliced, Cut, Gouged, or Pushed Inward as if from Impact or Pressure, etc.
- If a disturbance is found, the Rapgard should be removed in the disrupted area, in the presence of the driver. Any damage found should be coded on the delivery document, including a notation as to the type of disturbance which prompted the Rapgard removal (i.e. "Rapgard was scraped or torn").
- If damage is found in the area of disturbance, a transportation claim should be filed.

Policy #4.3

### Rapgard Protective Masking, continued;

For specific information regarding claims procedures when damage is found beneath **undisturbed** Rapgard, subsequent to delivery inspection, see Section #5.0, "Hidden Damage Beneath Rapgard."

### **Policy**

The driver may leave after the dealer representative has performed the on board and on ground inspections for both masked (i.e., Rapgard) and unmasked vehicles. The following must be completed:

- Both parties must sign the delivery document.
- The correct date, time, and damages should be noted clearly and legibly, (all copies).
- Once the driver has left, no further damages or shortages may be recorded on the delivery document. (See policy 4.4 for after-hours delivery procedures.)

Section: New Vehicle Inspection

Policy: NON-STANDARD VEHICLE INSPECTION

Policy #: **4.4** 

### **CONCEALED DAMAGE**

After the carrier driver has left and the on board and on ground inspections have been completed, the dealer should continue surveying for concealed damage.

To inspect for concealed damage, the vehicle should be placed on a hoist or over a pit and the undercarriage carefully examined to reveal concealed damage.

### **ON HOIST/PIT**

The concealed damage inspection should check the following:

- Exhaust system
- Suspension system
- Frame
- Gas tank
- Brake lines
- Inner wall and tread area of tires
- Engine and drive compartments
- Underbody sheet metal
- Tie down brackets

### **ROAD TEST**

A road test may also be conducted to identify concealed damage.

Policy #4.4

### **CONCEALED DAMAGE LETTER**

If concealed damage is discovered, it is the responsibility of the dealer to send a *Concealed Damage Letter* (Exhibit 4C) to the delivering carrier within **48 hours after delivery,** (excluding Saturdays, Sundays, and holidays).

The *Concealed Damage Letter* should be mailed or faxed to the carrier mailing address noted on the delivery document. It should be addressed to the attention of, "Claims Department."

To ensure that this notice was sent within the allowable 48-hour time limitation, it is required that dealers retain proof of written notification. Examples include:

- Certified Mail-Return Receipt Requested,
- Fax confirmation,
- Overnight mail receipt with delivery signature.

Failure to do so may result in denial of the claim. It is not necessary to forward a copy of the *Concealed Damage Letter* or proof of 48 hour notification to TMS unless it is specifically requested.

The dealer should carefully document on the *Concealed Damage Letter* all damages found during the on hoist and road test inspection.

## **Policy**

The dealer risks recovery of repair costs for concealed damages if the *Concealed Damage Letter* is not sent within the prescribed 48-hour time limitation.

Damages that can be seen during the normal on ground inspection but are not found until after the carrier driver leaves, **are not considered concealed.** The following do not qualify as concealed damages if found after the driver has left:

- Scratches, chips, gouges, dents, or other impact damages to exterior body panels (i.e., except underbody) or trim.
- Glass damage.

Policy #4.4

### Concealed Damage Policy, continued;

- Damage to roof panels or roof components (i.e., sunroof, roof rack) that are above the line of vision.
- Missing throw-in items (e.g., spare tire, jack, tool kit, wheel covers, etc.) or
- Other factory or port installed options and accessories.
- Any damage that can be seen without having to conduct an on hoist or road test inspection.
- Damage that is undetected because the vehicle is dirty. Dirty vehicles should be washed immediately so that they may be inspected in the presence of the carrier driver. If this is not possible, *Delayed Inspection* procedures noted below should be followed.

### **DELAYED INSPECTION**

A delayed inspection may be undertaken only under the following circumstances:

1) Vehicles are delivered before or after normal weekday business hours of the service department.

Or

2) Vehicles are delivered in a condition in which they are too dirty or ice/snow-covered to perform a complete inspection.

Or

3) Vehicles delivered during inclement environmental conditions (e.g. snowstorm, hail, darkness, etc.)

If vehicles are delivered outside of business hours, the dealer must inspect them during the next regular business day.

In instances where a vehicle is too dirty or ice/snow-covered to perform a complete exterior inspection and the transport driver can't wait until the unit can be cleaned, the dealer must:

• Inspect those areas not affected (vertical panels and the interior) before

Policy #4.4

### **Delayed Inspection,** continued;

- the driver departs. Damages, if any, should be recorded on the delivery document.
- Note on the delivery document "Subject to Delayed Inspection," as well as the reason that only a partial inspection was performed (e.g., "Too Dirty to Inspect," etc.). The above remarks must be made while the driver is still present and before the delivery document is signed-off by either party.
- Wash, clean, and inspect the vehicles the following business day (excluding Saturdays, Sundays, and holidays).

Whether the delayed inspection is due to delivery outside of normal business hours or due to vehicle surfaces covered with ice, dirt, or snow, it is vital that the dealer complete an inspection as soon as possible. Any damages found on this inspection must be recorded on the Delayed Inspection Letter (Exhibit 4C).

## **DELAYED INSPECTION LETTER (EXHIBIT 4C)**

It is the responsibility of the dealer to send a *Delayed Inspection Letter* (Exhibit 4C) to the delivering carrier within **48 hours after delivery**, (excluding Saturdays, Sundays, and holidays).

The *Delayed Inspection Letter* should be mailed or faxed to the carrier mailing address noted on the delivery document. It should be addressed to the attention of, "Claims Department."

To ensure that this notice was sent within the allowable 48-hour time limitation, it is required that dealers retain proof of written notification. Examples include:

- Certified Mail-Return Receipt Requested,
- Fax confirmation,
- Overnight mail receipt with delivery signature.

Policy #4.4

### **Delayed Inspection Letter,** continued;

Failure to do so may result in denial of the claim. It is not necessary to forward a copy of the *Delayed Inspection Letter* or proof of 48 hour notification to TMS unless it is specifically requested.

### **Policy**

The dealer risks recovery of repair costs if the required delayed inspection notation is not made on the delivery document in the presence of the carrier driver and if the *Delayed Inspection Letter* is not sent within the prescribed 48-hour time limit.

Exhibit 4A

#### **DELIVERY DOCUMENT PROCEDURES**

(Delivery document Based on 5-Digit Damage Code System)

Please note that delivery document formats may vary by truck carrier. All writing must be done on the *top copy* only.

- 1. The dealer should first check that the delivery document corresponds to the units being surveyed. Important information includes:
  - Vehicle Identification Number (VIN)
  - Truck Carrier's Address: This information should be displayed on the top of the delivery document. All Concealed Damage and Delayed Inspection Letters must be sent to this address. See policy 4.4 for Non-Standard Vehicle Inspections.
- 2. Most delivery documents will provide an area adjacent to each VIN. This area should be used to describe and document vehicle damage/missing items. Damages documented in other areas of the delivery document may result in the denial of the claim.
- 3. If damage is found, the dealer must appropriately document all damages including related damage, which resulted from the original damage. An example would be a shattered rear window resulting in chipped paint on the roof and deck lid. In this case the following 5 digit damage codes would be used:

	Damage Area	Damage Type	Damage Severity
(Glass Rear)	21	21	6
(Roof)	37	05	5
(Deck Lid)	52	05	5

- 4. Note any missing items based on the Monroney Label. (e.g. Floor mats, wheel covers, etc...)
- 5. Additional remarks to clarify damage and/or to indicate delivery condition (e.g., "Subject to Delayed Inspection, Vehicle Too Dirty to Inspect," etc.) should also be noted on the delivery document.
- 6. When the dealer and driver are present, both must sign the delivery document. Failure to secure both signatures during normal hour deliveries will jeopardize claim payment.

Exhibit 4B

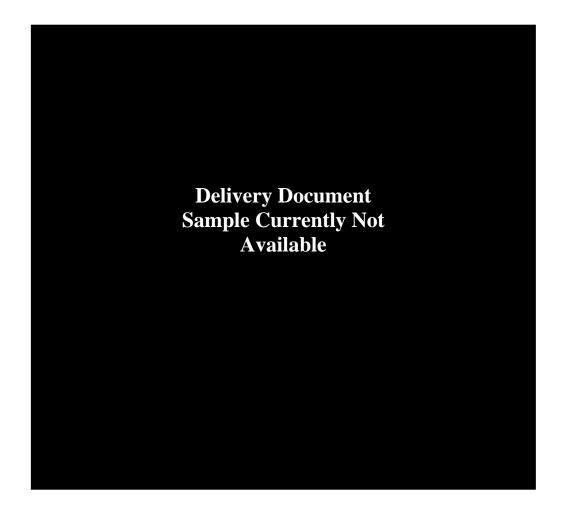


Exhibit 4C

#### **LISTING OF DAMAGE CODES: Damage Area**

**00 NO EXCEPTIONS 50 TRIM PANEL-RIGHT FRONT** 01 ANTENNA 51 CAB-REAR CORNER, RIGHT **02 BATTERY/BOX** 52 DECKLID/TAILGATE/HATCHBACK 03 BUMPER/COVER/EXT-FRONT 53 SUNROOF/T-TOP 04 BUMPER/COVER/EXT-REAR 54 UNDERCARRIAGE-OTHER **05 BUMPER GUARD/STRIP-FRONT 55 CARGO AREA-OTHER** 06 BUMPER GUARD/STRIP-REAR 56 VINYL/CONVERTIBLE TOP/TONNEAU COVER 07 DOOR-BACK CARGO, RIGHT 57 WHEEL COVERS/CAPS/RINGS 08 DOOR-BACK CARGO,LEFT **58 RADIO SPEAKERS** 09 DOOR, CARGO, RIGHT **59 WIPERS- ALL** 10 DOOR-LEFT FRONT **60 FIRST AID KIT** 11 DOOR-LEFT REAR **61 BOX PICKUP-INTERIOR** 12 DOOR-RIGHT FRONT **62 CATALYTIC CONVERTER** 63 ROLL BAR/RAILS-TRUCK 13 DOOR-RIGHT REAR 14 FENDER-LEFT FRONT 64 SPOILER/DEFLECTOR-REAR 15 QUARTER PANEL/ PICK-UP BOX-LT 65 LUGGAGE RACK (STRIPS) 16 FENDER-RIGHT FRONT 66 DASH/INSTRUMENT PANEL 17 QUARTER PANEL/ PICK-UP BOX-RT 67 CIGARETTE LIGHTER/ASHTRAY 68 CARPET-FRONT 18 FLOOR MATS FRONT 19 FLOOR MATS REAR 89 CENTER POST/PILLAR RIGHT **20 GLASS WINDSHIELD** 70 CENTER POST/PILLAR LEFT 71 CORNER POST/PILLAR RIGHT FRONT 21 GLASS REAR 22 GRILLE 72 CORNER POST/PILLAR LEFT FRONT 23 HEADER PANEL/HOOD EXTENSION 73 CORNER POST/PILLAR RIGHT REAR 24 HEADLIGHT/COVER/TURN SIGNAL 74 CORNER POST/PILLAR LEFT REAR 25 LAMP-FOG/DRIVING~SPOT 75 CAB SIDE-LEFT **76 CAB SIDE-RIGHT 26 HEADLINER 27 HOOD** 77 CAB-REAR PANEL 28 KEYS/ REMOTE 78 QUARTER PANEL EXT-LEFT REAR 29 MIRROR-INSIDE 79 QUARTER PANEL EXT-RIGHT REAR 30 MIRROR-OUTSIDE LEFT **80 COWL/ VENT PANEL** 31 MIRROR-OUTSIDE RIGHT 81 GAS/CAP COVER 32 CAR COVER 82 FENDER-REAR LEFT 33 RADIO/TAPE PLAYER/CD 83 FENDER-REAR RIGHT 84 TOOLS/JACK/ SPARE TIRE MOUNTING 34 END PANEL-REAR KIT & LOCK 35 ROCKER PANEL-LEFT 85 CB MIKE/TELEPHONE/GPS UNIT **36 ROCKER PANEL-RIGHT 86 AIR PARKING SONAR SYSTEM** 87 PANEL REAR COMPARTMENT-FRONT **37 ROOF** 38 RUNNING BOARD/STEP-LEFT 88 SLEEPER BOX DOOR-LEFT 39 RUNNING BOARD/STEP-RIGHT 89 SLEEPER BOX DOOR-RIGHT **40 SPARE TIRE/ WHEEL** 90 FRAME 41 FILLER-ABOVE BUMPER FRONT 91 EXHAUST SYSTEM 42 PANEL-BELOW BUMPER FRONT 92 LICENSE BRACKET 43 BUMPER VALANCE/FILLER REAR 93 SUSPENSION SYSTEM **44 GAS TANK** 94 SEAT-FRONT LEFT 45 TAIL LIGHT/RIM 95 SEAT-FRONT RIGHT

96 SEAT-REAR

46 WHEEL/RIM

Fxhibit 4C

#### LISTING OF DAMAGE CODES: Damage Area, continued;

47 TIRE/WHEEL-EXCEPT SPARE 97 CARPET-REAR
48 TRIM PANEL-LEFT FRONT 98 INTERIOR-OTHER

49 CAB-REAR CORNER, LEFT 99 ENGINE COMPONENT-OTHER

#### **LISTING OF DAMAGE CODES: Damage Type**

**00 NO EXCEPTIONS** 18 MOULDING/EMBLEM/WEATHER **01 BENT** STRIP DAMAGED 02 BROKEN (EXCEPT GLASS) 19 MOULDING/EMBLEM/WEATHER STRIP LOOSE. MISSING **03 CUT** 04 DENTED (PAINT BROKEN) **20 GLASS CRACKED** 05 CHIPPED (EXCEPT GLASS, **21 GLASS BROKEN** PANEL EDGE) 22 GLASS CHIPPED 06 CRACKED (EXCEPT GLASS) 23 GLASS SCRATCHED 07 GOUGED 24 MARKER LIGHT DAMAGED 08 MISSING (EXCEPT MOULDING/ 25 DECAL/PAINT STRIPE/WOODGRAIN TRANSFER DAMAGE EMBLEM) 09 SCUFFED 29 CONTAMINATION-EXTERIOR 10 STAINED OR SOILED-30 FLUID SPILLAGE-EXTERIOR INTERIOR 34 CHIPPED PANEL EDGE 11 PUNCTURED 36 INCORRECT PART/OPTION-NOT AS 12 SCRATCHED (EXCEPT GLASS) INVOICED 37 HARDWARE, EXTERIOR DAMAGED **13 TORN** 14 DENTED-PAINT/CHROME NOT 38 HARDWARE, EXTERIOR LOOSE, MISSING **DAMAGED 50 PAINT MATERIALS CHARGES** 

## **LISTING OF DAMAGE CODES: Severity**

- **0 NO EXCEPTION**
- 1 UP TO AND INCLUDING 1" LENGTH/DIAMETER
- 2 OVER 1" UP TO AND INCLUDING 3" LENGTH/DIAMETER
- 3 OVER 3" UP TO AND INCLUDING 6" LENGTH/DIAMETER
- 4 OVER 6" UP TO AND INCLUDING 12" LENGTH/DIAMETER
- **5 OVER 12" LENGTH/DIAMETER**
- **6 REPLACEMENT-SEVERE DAMAGE/MISSING**

Exhibit 4D

## **DEALERSHIP LETTERHEAD**

To:	St	Date: arrier's Name reet Address ty, State and Zip Code
Subje	ect:	Report of Delayed Inspection or Concealed Damage
		Vehicle Identification Number:
Chec	ck a	Il applicable statement(s):
	De	elayed Inspection
	_	A joint inspection could not be made with your representative.
	_	The vehicle referenced above was received at the close of or after our regular business hours. Our inspection disclosed the following damage as noted on the REMARKS section below.
		The vehicle was delivered in a condition in which it was too dirty or ice/snow-covered to perform a complete inspection. Our subsequent inspection disclosed the following damage as noted on the REMARKS section below.
		Vehicles delivered during inclement weather (e.g. snowstorm, hail, etc)
		REMARKS:
_	Sin	cealed Damage ice the time the vehicle was received, we have discovered the following incealed damage:

Section: Special Damage

Policy: GENERAL INFORMATION

Policy #: 5.0

### **CRITICAL DAMAGE**

Critical damage to a new vehicle is defined as damage of such an extent as to make it questionable that a vehicle can be satisfactorily repaired and sold as new. Any one or more of the following damage classifications constitutes critical damage:

- Damage to a frame member, suspension, or body structural member which requires welding to repair or replace (e.g., radiator core support, roof, 1/4 panel, frame).
- Damage requiring frame straightening or frame repair.
- Damage to appearance items to such an extent as to make it questionable that the vehicle can be repaired to the original appearance level.
- Severe air or water, contamination, or pollution damage. Examples of this damage classification are windstorm damage, flooding, hail, acid rain, environmental fallout, etc.
- Fire damage.
- Damage requiring a full vehicle re-paint.
- Any other damage which affects the safety of the vehicle.
- Damage exceeding the vehicle's repair disclosure threshold (refer to Policy #7.1).

## **Policy**

Dealers must immediately notify their DSPM in all cases of suspected critical damage. The DSPM will inspect the unit and determine its ultimate disposition.

Under no circumstances is the dealer to sell or repair a critically damaged vehicle unless authorization is obtained from the DSPM.

Policy #5.0

### **FALLOUT DAMAGE**

Fallout damage is defined as vehicle surface contamination resulting from air and waterborne contaminants such as acid rain, stack ash, and rail dust. Fallout damage is not covered by the new vehicle limited warranty or by transportation carriers.

### **Policy**

Repairs for fallout damage may be eligible for goodwill consideration if the damage occurred prior to delivery. In order to demonstrate that fallout damage occurred prior to delivery, the dealer must document and clearly define the damage in the remarks section of the delivery document at the time of vehicle arrival.

A DSPM must be notified immediately to schedule an inspection and to issue further instructions.

### HIDDEN DAMAGE BENEATH RAPGARD

Dealer Daily will inform the dealer when the maximum allowable time limit is about to expire for keeping Rapgard protective masking on each vehicle. In rare instances, Rapgard may conceal damage caused during factory production.

### **Policy**

If, upon removal, hidden damage is found beneath <u>undisturbed</u> Rapgard, the **DSPM must be notified** immediately to schedule an inspection.

Upon DSPM approval, a warranty claim may be filed for hidden damage. To ensure claim payment, the claim must:

- 1) Be filed as a warranty claim
- 2) Be set up as a paint claim
- 3) Have a DSPM authorization code and number
- 4) Have 69 as the Tl code

Policy #5.0

### Fallout Damage Policy, continued;

- 5) Have T2 and T3 codes that describe the damage type and area
- 6) Have the following CCR description: "Hidden (\*see note below) Found Beneath Rapgard"

Note: Type of damage should be noted, for example, "Scratch."

All dealers, including *Service Manager Authorization Program* (SMAP) dealers, are required to receive DSPM authorization before any hidden damage claims may be filed to TMS Warranty.

### **FLUID DAMAGE**

Receiving a new vehicle, which exhibits surface fluid damage, requires both the dealer and carrier to conduct a thorough investigation to determine the source of the fluid. If the leakage came from another vehicle, the make, model, and serial number of that vehicle must be recorded on the delivery document. The color of the fluid should be documented and, if possible, the fluid type should be identified.

If carrier negligence is determined to be at-fault for the fluid spillage, this should be clearly noted on the delivery document, along with any descriptive information explaining the cause and circumstances.

Listed below are typical fluid types and damage that may result upon their spillage:

- Brake Fluid dissolves paint
- Battery Acid dissolves paint
- Transmission Oil does not destroy paint

Policy #5.0

### Fluid Damage, continued;

- Motor Oil does not destroy paint
- Hydraulic Fluid does not destroy paint

### **Policy**

As with waterborne or airborne contamination, the DSPM should be notified immediately to schedule an inspection if fluid spillage damage is discovered. Painted and non-painted surfaces on vehicles must be inspected by the DSPM.

The dealer must obtain authorization from the DSPM before proceeding with repairs.

Note: Claims for fluid spillage damage resulting from defective Toyota components (e.g., battery, brakes, etc.) should be filed as warranty claims, even if the source of the damage is another Toyota vehicle.

Section: Transportation Claims Administration

Policy: FILING CLAIMS

Policy #: **6.0** 

TMS may, *at* its option, direct dealers to file claims for any damage occurring in transit against the transportation carrier. If dealers are not directed to do so, dealers may file claims directly with TMS. TMS will file these claims to the responsible carrier on the dealers' behalf.

## **Policy**

According to ICC regulation, transportation claims must be filed against the delivering carrier within nine (9) months from the date of delivery.

In order to allow time for processing, investigation, and final resolution of a claim, all claim information must be submitted within six (6) months after the date of vehicle delivery.

Dealers must use Dealer Daily to transmit claims information to TMS. Once received via Dealer Daily, the transportation claim is reviewed, and if approved by TMS, a credit is issued to the dealer's parts account within 15 days.

In good faith, TMS will usually pay the dealer for a claim prior to carrier submission. Any claim subsequently denied by the carrier, may be debited against the dealer's parts account following proper investigation. Both debits and credits are shown on the 10206 Warranty Report.

For instruction on filing claims over via Dealer Daily, please refer to the Dealer Daily Warranty Application User Guide.

Note: A transportation claim may not be submitted for payment until all repairs have been completed.

Section:	Transportation Claims Administration
Policy:	WARRANTY VERSUS TRANSPORTAION CLAIMS
Policy #:	6.1

The cost of repairing damage that occurs during transportation should be filed as a transportation claim. Claims for warrantable expenses should **not be** filed as transportation claims but, rather, as warranty claims.

#### WARRANTY

In general, warranty claims include:

- 1) Repair of improper materials or workmanship.
- 2) Replacement of any incorrect component with the correct component as specified on the vehicle Monroney label.
- 3) Hidden damage found beneath undisturbed Rapgard protective masking.
- 4) Any other damage or defect as pictured under Section 4 or described as follows:
  - Paint runs, sags, drips, peeling, orange peel, and blisters
  - Foreign particles under the clear coat or in the paint
  - Glass stress cracks
  - Loose, bent, broken, or damaged parts or paint caused by improper part installation, alignment, or assembly by the factory
  - Waviness in sheet metal
  - Weld cracks (i.e., not resulting from carrier mishandling)
  - Fluid damage resulting from a defective Toyota component (e.g., battery)

### **TRANSPORTATION**

In **general**, transportation claims include:

Policy #6.1

- 1) Repair of damage caused by physical impact from carrier mishandling.
- 2) Vandalism or theft damage, as well as loss and shortage as a result of carrier negligence. Transportation loss and shortage would include **the** following items found missing on delivery:
  - Jack tool kit, wheel covers, radio, antenna, battery, spare tire, keys (including transmitter), cigarette lighter, radio speakers, knobs, stick shift cover, knob, or handle, floor mats, glove box contents (e.g., Owner's Manual), and windshield wipers
  - Items noted **on** the Monroney Label stored loosely within the vehicle for dealer installation
  - Other missing standard and optional equipment, noted on the vehicle Monroney Label, not resulting from a factory misbuilt condition (e.g., factory misbuilt condition where air conditioning system not installed)
- 3) Missing standard equipment or other items as specified on the vehicle Monroney Label as a result of carrier negligence.
- 4) Any other damage pictured under Section 4 or described as follows:
  - Glass damage other than caused by stress
  - Soiled or dirty interior
  - Undercarriage damage resulting from loading, unloading, or improper tie down
  - Fluid damage caused by <u>another manufacturer's vehicle</u> on carrier trailer
  - Tire or wheel damage

Above all, common sense and good judgment should be used to discern transportation claims from warranty claims.

Section: Transportation Claims Administration

Policy: **REPAIR CHARGES** 

Policy #: **6.2** 

### **GENERAL**

Since the carrier is liable only for repaired transportation damage, it is in the dealer's best interest to begin the necessary repairs as quickly as possible and to process the transportation claim when the repairs are complete.

### **REPAIR ORDER**

A dealer repair order must be prepared for each vehicle when repairs are performed. The dealer repair order must show:

- 1) The hourly labor rate of the repair facility.
- 2) A detailed breakdown of the work performed.
- 3) An itemized breakdown of the metal, paint, R&R, and R&I time for **each** separate repair operation.
- 4) The part number and quantity of replacement parts.
- 5) A breakdown of repair materials and their costs.

Transportation damage repairs must not be combined with warranty repairs on the same repair order or claim. However, all transportation repairs for a vehicle should be submitted under a single claim. Please note that the original repair order must be retained by the dealer.

## **SUBLET WORK**

All service work performed by a repair facility other than the dealer's is considered sublet repair work. The dealer must obtain a repair invoice (not an estimate) from the sublet shop which clearly outlines the same information (steps *1-5*) noted above for the dealer repair order.

Policy #6.2

Sublet repair charges must not exceed the guidelines outlined under Section 6.2, "Repair Charges." Dealers are advised to first obtain an estimate of repairs from the sublet facility before repairs commence.

The dealer will be reimbursed for the *actual* cost of the sublet repair. The sublet repair invoice must be retained by the dealer along with any other supporting documentation relating to the transportation claim.

#### REPAIR CHARGES

It is TMS policy to audit all dealer transportation claims to identify possible dealer input errors or excessive repair charges.

#### **Paint Labor**

Paint labor times, as well as R&R (i.e., remove and replace) and R&I (i.e., remove and install) times, are audited against guidelines established in the *Mitchell Collision Estimating Guide*. This guide is considered to be the standard in the industry, and its repair estimates are developed using product information provided by TMS.

#### **Metal Labor**

Metal labor times are audited using the formula:

Metal Time Allowance = 1 hour X Length of Dent in Inches\*

Length based on severity code notation made by dealer on delivery document

(see Exhibits 4A & 4B).

#### **Materials**

Materials (e.g., sandpaper, tape, paint, primer, etc.) charges are audited using the formula:

Materials Charge Allowance = (Total Paint Labor Tune) \* (1/2 Labor Rate)

Policy #6.2

#### **Parts**

For both dealer and sublet parts replacement repairs, the **maximum** that will be reimbursed to the dealer is the sum of the dealer cost (i.e., what the dealer would have paid to purchase the part from TMS) and a 45% markup over the cost. This policy applies to all parts, except tires and glass/windshields.

### **Policy**

A dealer's claim may be returned for amendment if repair charges exceed any of the guidelines outlined under Section 6.2.

### NON-PAYABLE REPAIRS (COMMERCIALLY ACCEPTABLE)

Some vehicle damage is so minor that it may require only a slight touch-up or polishing out, or no repair at all, to bring the vehicle up to new car status. This type of damage is typically referred to in the industry as a WPO (i.e., will polish out) or a BTU (i.e., brush touch up).

### **Policy**

WPO's and BTU's are considered **commercially acceptable**, **non-payable** damages and will **not** be considered for payment on a transportation claim.

Section:	Transportation Claims Administration	
Policy:	SUPPORTING DOCUMENTATION	
Policy #:	6.3	

The supporting documentation relating to a claim that should be kept by the dealer includes:

- 1) A Copy of the **New Vehicle Invoice.**
- 2) The dealer copy of **the delivery document** noting all damages and shortages.
- 3) **The** original **Repair Order** and/or **Sublet Repair Order documenting the** hourly labor rate and an itemized breakdown of the paint, metal, and R&R/R&I time. If **DSPM** authorization is required, the authorization number. and date should be noted on the repair order.
- 4) A copy of the **Concealed Damage** Letter, if applicable.
- 5) A copy of the Delayed Inspection Letter, if applicable.
- 6) A copy of the Certified Mail Receipt, if applicable.
- 7) Other supporting documentation, such as photographs, if applicable.

Any *requested* supporting documentation, as well as related correspondence, should be sent to the mailing address noted under Section 1.1.

## **Policy**

The dealer must retain all copies of supporting documentation relating to a claim for a period of five years from the date of vehicle delivery. As standard policy, dealers are not required to send supporting documentation to TMS prior to claim approval. However, TMS may, at its option, direct dealers to do so. The dealer may risk a debit to his parts account if this documentation cannot be furnished upon request.

Section:	Transportation Claims Administration
Policy:	DSPM AUTHORIZATION
Policy #:	6.4

### **Policy**

**DSPM** authorization is required on all of the following claims:

- 1) Repairs to damages that fall into the **Critical Damage** category outlined under Section *5*.
- 2) Damage repairs in excess of \$1,000.
- 3) Repairs for damage caused by airborne contamination (e.g. acid rain, rail dust, etc.), hail, wind storm, fire, or water.
- 4) Damages that affect a vehicle safety item.
- 5) Repairs for damage caused by fluid spillage.
- 6) Repairs for hidden damage found beneath <u>undisturbed</u> Rapgard.

Section:	Transportation Claims Administration
Policy:	CLAIM APPEALS
Policy #:	6.5

### **CLAIM APPEALS**

If the dealer perceives that a transportation claim has been unsatisfactorily resolved by TMS, the dealer's recourse would include the following steps:

- 1) Appeal the claim in writing to the TLS Transportation Claims Department The appeal should contain all necessary backup documentation and sent to the mailing address noted under Section 1.1.
- 2) The dealer may also contact TMS by telephone to discuss the claim by dialing the "800" noted under Section 1.2.

If the dealer still perceives that a transportation claim has been unsatisfactorily resolved by TMS, the dealer may:

- 1) Discuss the claim with the DSPM.
- 2) Appeal the claim in writing directly to the claims department of the delivering carrier. The carrier is obligated to make an investigation and is required to pay the claim in full, decline it, or make a compromise offer of settlement.
- 3) Contact the Interstate Commerce Commission. Although the ICC does not have binding legal authority to resolve disputed transportation claims, it will render assistance.

Section: Repair Disclosure

Policy: NOTIFICATION OF REPAIR

Policy #: **7.0** 

In the event that certain repairs are performed on a new vehicle prior to delivery, TMS will notify the dealer of the repair details.

#### **NOTICE AT DELIVERY**

If a vehicle has been repaired prior to dealer delivery, details of the repair will be printed on the bottom of the Memorandum Invoice (see below). The repair notification will consist of a five digit code and the cost of the repair (excluding replacement parts cost):

***Dealer's advertising			TOTAL F.I.E.> TOTAL MODEL	
assessment is established	REI	PAIRS	AND F.I.E.>	
	04053		OTHER	
solely by dealers and is not	0201	15043 0375	CHARGES>	
part of the final contract				
and a share day the dealer			DESTINATION	
price charged to the dealer			CHARGE>	
by Toyota			SUBTOTAL>	
TITLE AND OWNERSHIP PASSES TO DEALER UPON PAYMENT OF SAID GOODS AND			TDA>	
ALL RISK OF LOSS OR DAMAGE PASSES TO DEALER UPON DELIVERY OF GOODS TO DEALER			TOTAL INVOICE>	

In this example, the first damage repair notice is 04053 0201. Repair code 04053 means a repair was made to the rear bumper that was chipped with a length of up to 6". The cost of the repair was \$201.

A description of the codes printed on the Memorandum Invoice can be found on the delivery document and in Section 4 of this manual.

Dealers are advised to consult their own legal counsel for guidance regarding legal requirements within their state for disclosure of the prior repairs, including dealer repairs, to the vehicle purchaser.

In addition, dealers are advised to furnish all damage disclosure information relating to traded vehicles to the purchasing dealer.

Section: Repair Disclosure

Policy: **REPAIR THRESHOLD** 

Policy #: **7.1** 

### **Policy**

Where the cost of vehicle damage repairs (excluding replacement parts cost) exceeds a certain dollar threshold, the vehicle will not be shipped to your dealership, and a replacement vehicle will be allocated by your Regional/Area Office. This threshold will vary for each vehicle and is determined as follows:

#### **TOYOTA**

1.) \$1,000

Or

2.) 5% of MSRP\* (including accessories), up to \$1,500, whichever is higher.

\*Note: Manufacturer Suggested Retail Price

- Example 1: If 5% of MSRP on a Tercel is \$600, then the vehicle will not be delivered to your dealership when the cost of repairs exceeds the minimum \$1,000 threshold.
- Example 2: If 5% of MSRP on a Landcruiser is \$1700, then the vehicle will **not be** delivered to your dealership **when the cost of** repairs exceeds the maximum \$1,500 threshold.
- Example 3: If 5% of MSRP on a Camry is \$1100, then the vehicle will not be delivered to your dealership when the cost of repairs exceeds \$1 100(5% of MSRP).

#### LEXUS

Cost of vehicle damage repairs (excluding parts), exceeds \$1,500

If transportation damage is found on delivery, and the repair estimate exceeds the vehicles threshold, the **Regional/Area DSPM must be contacted immediately to arrange an inspection.** 

Under no circumstances is the dealer to sell or repair a critically damaged vehicle unless authorization is obtained from the DSPM.

Exhibit7A

TOYOTA MOTOR DISTRIBUTORS  PAID FOR BY:				MEMORANDUM INVOICE INVOICE NO: INVOICE DATE: PORT/ PLANT: DEALER CODE:  SOLD TO:		
MODEL DESCRIPTION	YEAR	SERIAL NO.	C/C	ENGINE NO.		DEALER
7103A 4X2 REGULAR CAB	1996	4TANL42N07Z181612	0	2RZ1054200	MSRP	INVOICE
COLOR EXT/ INT						
751 EVERGREEN PEARL/ FA44 OAK				BASE VEHICLE PRICE>		
FACTORY INSTALLED EQUIPMENT						
RE - 48 STATE EMISSIONS REQUIREMENT CK - ALL WEATHER GUARD EQUIP. PKG TW - TILT STEERING WHEEL INCLUDES VARIABLE INTER POWER STEERING - PAINTED REAR BUMBER AM/FM ETR RADIO - CARPET FLOOR MATS PX - METALLIC PAINT EXTRA VALUE PKG. MSRP DISCOUNT	MITTENT WIP	ERS				
STANDARD EQUIPMENT						
* 2.4L 4CYL DOHC EFI ENG		* HALOGEN HEADLAMPS  * DUAL OUTSIDE MIRROR				
* 5-SPEED MANUAL OVERDRIVE TRANS		* FULL WHEEL COVERS				
* COIL SPRING DOUBLE WISHBONE		* LOCKING FUEL DOOR				
* INDEPENDENT FRONT SUSPENSION  * FRONT STABILZER BAR		* CLOTH FACED TILT FOR	WARD BENCH			
* RACK AND PINION STEERING		* SEAT W/ INTEGRATED H				
* POWER-ASSISTED VENTED FRONT		* FULL-DOOR TRIM W/ CL				
* DISC BRAKES W/ REAR DRUMS		* DUAL ARMRESTS/ DOO				
* P195/75R14 RADIAL TIRES (5)		* CUT-PILE CARPETING	T ANGUODE			
* DRIVER-SIDE AIR BAGS (SRS)		* ADJ FRT SHOULDER BE * MIST CYCLE WINDSHIEL				
* SIDE-DOOR IMPACT BEAMS		* DUAL SUNVISORS/ CUP				
* CENTER HIGH-MOUNT STOP LAMP		* DAY/ NIGHT REARVIEW MIRROR  * COOLANT TEMPERATURE GUAGE  * HEADLAMP-ON WARNING BUZZER  * DRIVER SIDE FOOTREST				
* DOUBLE WALL CARGO BED  * CARGO BED TIE-DOWN HOOKS						
* ARGENT GRILLE		*PASSENGER-SIDE ASSIS				
THIS GASOLINE CHARGES INCLUDES ALL				TOTAL F.I.E.>		
APPLICABLE MOTOR FUEL AND SALES TAXES.		REPAIRS		TOTAL MODEL AND F.I.E.>		
				OTHER CHARGES>		
		04053 0201	15043 0375	GASOLINE>		
				DESTINATION CHARGE>		
		17506 0085		SUBTOTAL>		
THIS INVOICE DOES NOT REFLECT THE ULTIMATE VEHIC	LE COST			TDA>		
IN VIEW OF THE HOLDBACK AND WHOLESALE FINANCIA	L RESERVE					
AND ANY REBATES, ALLOWANCES AND INCENTIVES, WI	IICH ARE					
PAID TO THE RETAILER	DAVIAENT 6-	0.41D 0.00D0 ****		DEALER HOLDBACK>		
	TITLE AND OWNERSHIP PASSES TO THE DEALER UPON PAYMENT OF S ALL RISK OF LOSS OR DAMAGE PASSES TO THE DEALER UPON DELIVI		ł	WHSL FINANCIAL RES.> TOTAL INVOICE>		<del>                                     </del>

Section: Filing Transportation Claims Using Dealer Daily

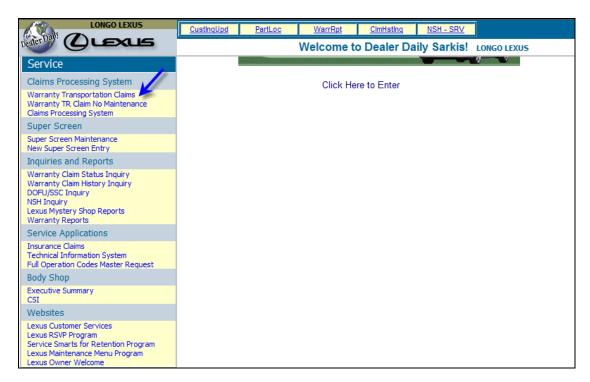
Policy: CLAIM INPUT

Policy #: **8.0** 

A Transportation Warranty Claim is a request by a Dealer to TMS for reimbursement for repairs on a vehicle that was damaged during transport.

From the Applications area, click **Service**.

1. Click on Warranty Transportation Claim



### **EDIT A TR WARRANTY CLAIM**

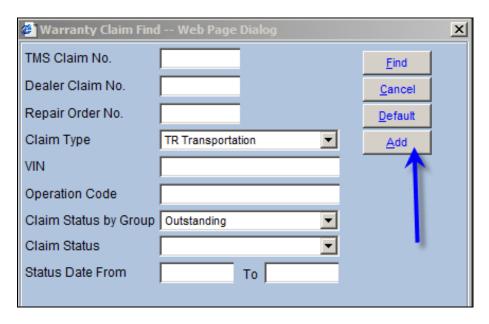
Complete the following steps to edit a TR Warranty claim:

- 1. From the Warranty Claim Summary screen, select the appropriate TR claim.
- 2. Click the Detail button.

**Tip:** Conduct a Find and Sort on the Warranty Claim Summary screen to limit the list to those claims to edit.

## Complete the following steps to add a TR Warranty claim:

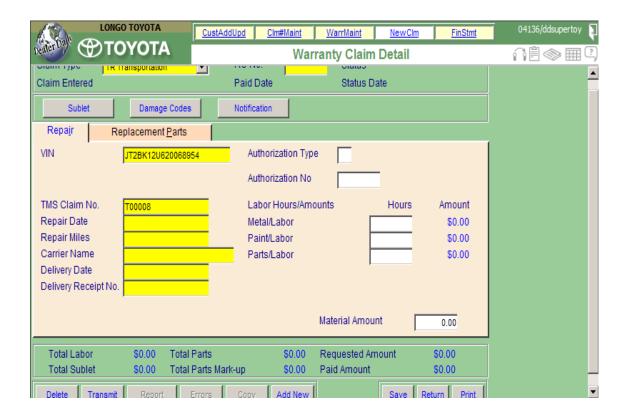
1. Click Add on the Warranty Claim Find Dialog box



2. Dealer Daily will take you directly to the Warranty Transportation claim

Claim Type TR Tra	ansportation 🔻	RO No. Paid Date	Status Status Date	
Sublet	Damage Codes	Notification		
Repa <u>i</u> r Rep	lacement <u>P</u> arts			
VIN		Authorization Typ	e 🔽	
		Authorization No		
TMS Claim No.		Labor Hours/Amo	ounts Hours	Amount
Repair Date		Metal/Labor		\$0.00
Repair Miles		Paint/Labor		\$0.00
Carrier Name		Parts/Labor		\$0.00
Delivery Date				
Delivery Receipt No.				
			Material Amount	0.00
Total Labor	\$0.00 Total Parts	\$0.00	Requested Amount	\$0.00
Total Sublet	\$0.00 Total Parts Ma	rk-up \$0.00	Paid Amount	\$0.00
<u>D</u> elete <u>T</u> ransmit	Report NSH Inquiry	Errors Copy	Add New Save	Return Print

3. The Warranty Claim Detail screen displays defaulted to the Repair tab



### **ENTER REPAIR TAB DATA**

Complete the following steps to enter Repair tab data:

1. Enter repair data into the following fields:

**Note 89:** Use the Tab key on the keyboard to move from one field to the next.

**Claim Type:** (Required) TR Transportation is populated from the

Warranty Claim Add dialog box.

**Repair Order No.:** (Required) Enter the Repair Order Number.

**Status:** (Display only) Reflects the status of the claim (i.e.,

Error, Ready, etc.).

**Status Date:** (Display only) Reflects the date the status went into

effect.

**Tip:** The user must enter at least a VIN number, Claim number, and a Repair Order Number to save the record. Leaving any of these fields blank results in a hard error.

**VIN:** (*Required*) The VIN number pre-populated from the

Warranty Claim Add dialog box.

**Claim No.:** (Required) Cursor defaults to this field. Enter claim

no. which must begin with T. Claim number must

be six (6) characters.

**Repair Date:** (Required) Enter the date of repair in

mmddccyy format without slashes. The data will auto-format upon advancing to the next

field.

**Repair Miles:** (Required) Enter the amount of miles on the vehicle's

odometer at the time of repair. Must be greater than 1

but not greater than 25.

**Carrier Name:** (Required) Enter the Carrier's Name.

**Delivery Date:** (Required) Enter the date of delivery in mmddccyy

format without slashes. Must be less than six (6) months old. The data will auto-format upon

advancing to the next field.

**Delivery Receipt** 

No.:

(Required) Enter the Delivery Receipt number.

**Authorization Type:** Enter the Authorization Type **G**. (if appropriate).

**Note 90:** T is no longer required to be entered for an Authorization Type.

**Authorization No.:** Enter the Authorization Number (if appropriate).

**Metal/Labor:** Enter Metal value (if appropriate). The labor value

displays with decimal points and tenths.

**Paint/Labor:** (Required) Enter Paint value. The labor value

displays with decimal points and tenths.

**Parts/Labor:** (Required) Enter Parts value. The labor value

displays with decimal points and tenths.

**Material Amount:** Enter the Material Amount (if appropriate).

#### **ENTER REPLACEMENT PARTS DATA**

### Add a New Replacement Part

Tip: Don't

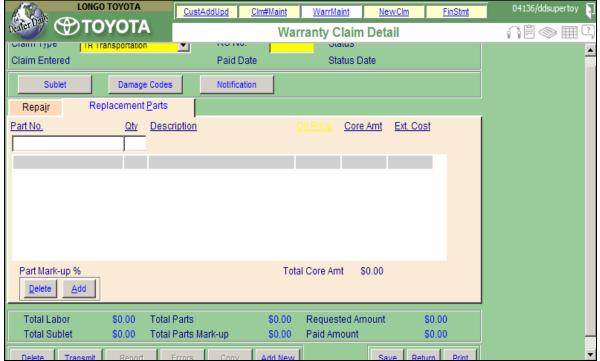
frequently.

forget to Save

Complete the following steps to add a New Replacement Part:

1. From the Warranty Claim Detail screen, click on the Replacement Parts tab (or press the Alt and P keys on the keyboard).

The Replacement Parts tab displays with the cursor defaulted to the Part No. field. LONGO TOYOTA 04136/ddsupertoy CustAddUpd Clm#Maint



**Note 91:** Parts Mark-up % will automatically populate. Model year of '92 or older is 30%. Model year of '93 or newer is 45%.

Part No.: Enter the parts number without

dashes. The data will automatically format upon advancing to the next field.

Enter the quantity of the part. Qty:

Click the **Save** button (or press the ALT and S keys on the keyboard) 2. to save this part, validate the part number and allow the system to populate the remaining fields.

If valid, then the following fields display and are populated:

- Description
- **Dlr Price**
- Ext. Cost

- Total Parts Cost
- Total Parts Mark-up

If the part number has a Core value, the following fields are displayed and populated:

- Description
- Dlr Price
- Core Amt.
- Ext. Cost
- Total Core Amt.
- Total Parts Cost
- Total Parts Markup

#### Add Additional Replacement Parts

1. From the Replacement Parts tab on the Warranty Claim Detail screen, click the Add button (or press the ALT and A keys on the keyboard).

A blank entry line is displayed with the cursor in the Part No. field.

### Delete Replacement Parts

Complete the following steps to delete Replacement Parts:

1. From the Replacement Parts tab on the Warranty Claim Detail screen, select the part (row) to delete.

**Tip:** To select multiple rows, press the **Ctrl** key and click on each record.

**Note 92:** To select multiple parts (or rows); hold down the **Crtl** key while clicking on each part (or row).

2. Click the **Delete** button (or press the ALT and D keys on the keyboard).

The following pop-up box displays:



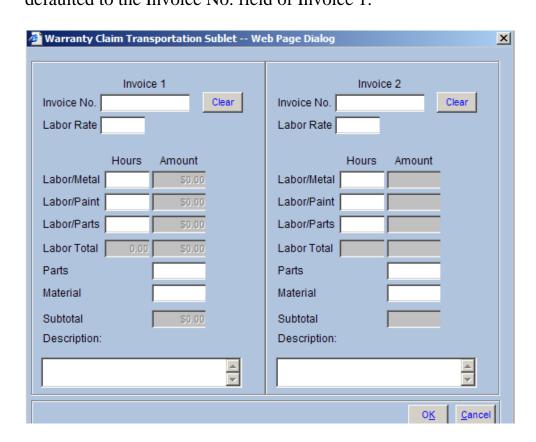
The Replacement Parts tab on the Warranty Claim Detail screen re-displays with the selected part(s) or row(s) deleted.

#### **ENTER SUBLET DATA**

Complete the following steps to enter Sublet data:

Sublet button. 1. From the Warranty Claim Detail screen, click the The Warranty Claim Transportation Sublet dialog box displays with the cursor defaulted to the Invoice No. field of Invoice 1.

Sublet



2. Complete the following fields:

**Note 93:** Use the Tab key on the keyboard to move from one field to the next.

**Invoice No.:** (*Required*) Enter the invoice number.

**Labor Rate:** (*Required*) Enter the Labor Rate.

**Labor/Metal** Enter the hours. The Amount is populated

**Hours:** with decimal point and tenths.

**Labor**/ Enter the hours. The Amount is populated

**Paint:** with decimal point and tenths.

**Labor Total:** Automatically calculates. Not editable.

**Parts:** Enter Parts value.

**Material:** Enter Material value.

**Subtotal:** Automatically calculates.

**Description:** Enter the description.

**Note 94:** Press the Tab key on the keyboard to change the focus to the Clear button. Press the Enter key on the keyboard if the user wishes to clear all the fields to start over. Click the Cancel button (or press the Alt and C keys on the keyboard) to close the dialog box without recording the entries.

Do either Steps 3 and 4 or Step 5:

3. If additional entries are required, click the Add Item button (or press the Alt and A keys on the keyboard).

The previous entry is added. At the same time, a blank entry line is displayed

with the cursor defaulted in the Sublet Type drop-down field.

**Note 95:** The Sublet Total field displays updated amount.

**Tip:** The user can always return to this dialog box to add or edit entries by clicking on the Sublet button from the Warranty Claim Detail screen.

- 4. Return to Step 2 and complete the appropriate fields.
- 5. If no further entries, click the OK button (or press the ALT and K keys on the keyboard).

**Note 96:** The user is limited to two (2) invoices for sublet.

#### **Note 97:** The Sublet Total field displays updated amount.

The Warranty Claim Detail screen re-displays. The Total Sublet field displays the Sublet amount after performing a Save.

#### Edit Sublet Data

Complete the following steps to edit existing Sublet data before transmitting:

1. From the Warranty Claim Detail screen, click the Sublet button.

The Warranty Claim Transportation Sublet dialog box displays with the cursor defaulted in the Invoice No. field of Invoice 1.

- 2. Edit the data in the fields as appropriate.
- 3. Click the OK button (or press the Alt and K keys on the keyboard) to enter the changes and return to the Warranty Claim Detail screen.

### **ENTER DAMAGE CODES**

Complete the following steps to enter Damage Codes:

1. From the Warranty Claim Detail screen, click the button.

The Warranty Claim Transportation Damage Codes dialog box displays with the cursor defaulted to the Damage Area drop-down field.



2. Complete the following fields:

**Note 98:** Use the Tab key on the keyboard to move from one field to the next.

**Damage Area:** (Required) Select the Damage Area from the

drop-down list by clicking on the drop-down box arrow and clicking the desired code or entering

the first character of the desired code.

**Damage Type:** (Required) Select the Damage Type from the

drop-down list by clicking on the drop-down box arrow and clicking the desired code or entering

the first character of the desired code.

**Severity Code:** (*Required*) Select the Severity Code from the

drop-down list by clicking on the drop-down box arrow and clicking the desired code or entering

the first character of the desired code.

Do either Steps 3 through 5 or Step 6:

3. If have additional entries (maximum of 8 Damage Codes), click the button (or press the Alt and A keys on the keyboard).

A blank entry line displays and the cursor is advanced to the Damage Area drop-down field.

- 4. Return to Step 2 and complete the appropriate fields.
- 5. Click the OK button (or press the Alt and K keys on the keyboard). The Warranty Claim Detail screen re-displays.
- 6. If have no further entries, click the **OK** button (or press the ALT and K keys on the keyboard).

The Warranty Claim Transportation Damage Codes dialog box closes and the Warranty Claim Detail screen re-displays.

Tip: The user can always return to this dialog box to add or edit entries by clicking on the Damage Codes button on the Warranty Claim Detail

### Edit Damage Codes

Complete the following steps to edit existing Damage Codes before transmitting:

1. From the Warranty Claim Detail screen, click the button.

The Warranty Claim Damage Codes dialog box displays with the cursor defaulted in the Damage Area drop-down field.

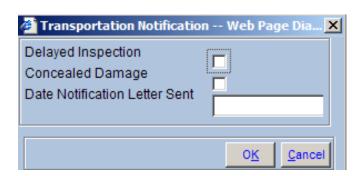
- 2. Edit the data in the fields as appropriate.
- 3. Click the OK button (or press the Alt and K keys on the keyboard). The Warranty Claim Detail screen re-displays.

### **ENTER TRANSPORTATION NOTIFICATION DATA**

Complete the following steps to enter Transportation Notification data:

1. From the Warranty Claim Detail screen, click the button. Notification

The Warranty Claim Transportation Notification dialog box displays.



**Tip:** Either or both Delayed Inspection a Concealed Damage can be selected. If either is selected, Date Notification Letter Sent is required.

2. Complete the following fields:

Note 99: Use the Tab key on the keyboard to move from one field to the next.

**Delayed Inspection:** (Required) Click the checkbox or press the

Tab key on the keyboard until the focus is on the checkbox and press the spacebar on

the keyboard

**Concealed Damage:** (Required) Click the checkbox or press the

Tab key on the keyboard until the focus is on the checkbox and press the spacebar on

the keyboard

**Date Notification Letter** 

Sent:

(Required if either of the checkboxes is selected.) Enter the date the notification letter was sent in mmddccyy format without slashes. Notification cannot be more than two (2) days from the delivery date. The data will auto-format upon

advancing to the next field.

**Tip:** Click the Cancel button (or press the Alt and C keys on the keyboard) to close the dialog box without recording any data that was entered.

3. Click the OK button (or press the Alt and K keys on the keyboard) to record the entries and return to the Warranty Claim Detail screen.