

Insurance Travel Roadside Rewards

# CAA South Central Ontario Membership Terms & Conditions

For membership types: Basic, Plus, Premier & Corporate.

Updated: January 1, 2023

# Welcome to CAA

Welcome to CAA South Central Ontario ("CAA SCO"). For over 115 years, the Canadian Automobile Association ("CAA") has been helping Canadians stay mobile, safe and protected. We are Canada's largest not-for-profit automobile association with over two million Members in South Central Ontario. We are also a strong advocate and voice for our Members on issues such as traffic safety, mobility, infrastructure and consumer protection.

These Membership Terms & Conditions ("Terms") govern your membership with CAA South Central Ontario ("CAA SCO", "we", "our", "us"). CAA SCO is the operating name of CAA Club Group in the province of Ontario. Purchase or use of any CAA SCO Membership ("Membership") at any time subjects the purchaser and/ or user ("you", "your", "yours", "their", "Member") to the provisions of the Terms, as amended from time to time. This is not an automobile liability insurance contract.

CAA SCO operates as a CAA Club within a specific geographic territory that is designated by the Canadian Automobile Association. Please note that different terms and conditions (including Member benefits) may apply in different auto club territories.

By using any of our CAA Member services or benefits, you are agreeing to these Membership Terms & Conditions.

We reserve the right to make exceptions to our service eligibility terms and conditions that may grant greater rights than stated in this document.

If you do not agree with our Membership Terms & Conditions, please contact us immediately for membership cancellation assistance.

Terms are subject to change. In the event of any significant changes, these terms will be updated at caasco.com/membership or caasco.com/termsandconditions.

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# Section 1

# Membership Accounts, **Eligibility and Rules**

# Membership:

Members who meet the eligibility requirements and who are fully paid up on their Membership Account are entitled to Member benefits, as applicable. Membership is subject to our approval and acceptance.

# Membership Types:

These Membership Terms and Conditions apply to the following CAA SCO Membership types:

- Basic
- Plus
- Plus RV

- Premier

- Premier RV Corporate

Your Member benefits and available services may vary depending on your membership type.

Basic level roadside benefits are activated immediately after joining for all Members. Plus, Corporate and Premier Member roadside benefits become active 24 hours after joining. When upgrading from Basic to any other membership type, a 24-hour wait period applies. When upgrading from Plus to Corporate or Premier, your benefits are active immediately.

# Membership Term / tenure:

The Membership Account is valid for one (1) year following the date of activation by the initial Primary Member (the "membership year"). However, any event of default (including payment default) or suspension of membership may alter the anniversary date of the membership account, may affect the account's tenure at CAA, and may result in forfeiture of accrued CAA Dollars<sup>®</sup> or other Member benefits.

# Primary Members and Associate Members:

- A CAA Membership account must have one (1) Primary Member, who may designate additional Members ("Associate Members") to the Account at any time, by paying additional membership dues according to the Associate Membership type. There cannot be more than one (1) Primary Member designated to the membership account at a time.
- All Members must reside in the same household, and the household must be situated within CAA SCO's designated club territory.

- The Primary Member is the main membership point of contact for all Members assigned to the Membership Account.
- An Associate Member can be any age, provided that:

   the Primary Member must have the consent of the Associate Member's parent or legal guardian, when applicable, to be added to the Account; and (2) the Primary Member must agree to be contractually bound by these Membership Terms and Conditions on behalf of the Associate Member.
- The Primary Member is responsible for ensuring the accuracy of information for all household CAA Members. Only the Primary Member is authorized to:
  - o Request adding any Associate Members to the account.
  - Request any changes to the designated membership type of any Member on the account. Please note:
     Associate Members can remove themselves from the account and obtain information about their own Membership Account.
  - o Receive invoices, statements of account, and to make inquiries about the transactions on the Membership Account (including the transactions of other Members linked to the Account).
- A Primary Member is personally invoiced and is personally responsible to pay for the annual membership dues of all Members designated to the Membership Account. However, certain additional service charges and fees payable for roadside assistance and other Member services must be paid for by the Member that requested the service, at the time of service. Please note: if a Donor has been assigned to the Membership Account, the Donor will be invoiced for the annual membership dues.
- The Primary Member is the default beneficiary of any accrued CAA Dollars<sup>®</sup>, even if earned by the Associate Member(s). CAA Dollars<sup>®</sup> earned in a household by Associate Members are not transferable between households unless the entire household is moving.
- Each CAA SCO Member is prohibited from having more than one active CAA Membership account at any given time, and across all CAA Clubs that form part of the federation of the Canadian Automobile Association. To consult a list of CAA Clubs, visit caa.ca/services/find-your-club. Duplicate and/or alias CAA Memberships may be revoked and are subject to a \$50 handling fee. Refunds will not be provided where services have been used on a duplicate account.

# Member Identification / Validation:

Each Member must be prepared to show his or her valid membership card (in physical or electronic/app form) and government issued photo identification upon request to the CAA representative or service provider. The Member's name must be visible on the photo ID and must match the name listed in our active Member database. As a Member, you must be present for service.

### Member Rules:

- 1. Membership is non-transferable after activation unless such transfer is expressly authorized by CAA SCO.
- 2. Membership is non-refundable 30 days after activation.
- 3. Membership may not be used for commercial or illegal purposes.
- The Member may not attempt to activate multiple CAA SCO accounts (i.e. using fake/alternate names or information).

# To remain a CAA Member in good standing, you must agree to:

- 1. Pay all fees when due, irrespective of the extent you made use of our products and services offered.
- 2. Keep your contact and payment information current (i.e. your legal name, mailing address, email address, credit card if enrolled in Automatic Renewal, etc.).
- Notify us at the time of a service request if you or a passenger requires additional assistance or special accommodation (i.e. due to a disability, limited mobility, travelling with a child in a car seat or travelling with pets/ animals).
- 4. Be responsible for arranging transportation for passengers of the vehicle being serviced. The service providers that we dispatch to assist our Members will only guarantee transportation for the Member who requested the service. If it is not possible to accommodate passengers within safety guidelines, CAA SCO will help you arrange alternative transportation (additional fees may apply).
- 5. Not allow services to be provided on any vehicles or property that is not 100% owned by you, without first obtaining the appropriate consent of the property owner(s). You will promptly advise us and our service providers of any vehicles to be serviced that are not fully owned by you.

- Promptly relay any communications that we may direct to your guests and keep all guests and passengers duly informed who may directly or indirectly benefit from or be impacted by our services to you.
- 7. You understand and agree that many of our roadside assistance service providers are independent contractors and not employees of CAA SCO. You agree to follow our dispute resolution procedure in the event that you are dissatisfied with any services provided by our roadside assistance service providers, approved repair facilities, or other business partners.
- Be respectful and professional at all times when communicating over the phone, online, on our premises, attending any CAA events, or participating in any of our forums. Do not use your membership as a means for engaging in criminal or illicit activity.
- If you are not renewing your membership, contact CAA SCO to ensure the account is updated and your subscription, if applicable, in the automatic renewal program is terminated.

# CAA's Right to Revoke Membership:

CAA SCO reserves the right to downgrade, cancel, revoke, not renew a membership, and we may refuse service at any time and for any reason permitted by law, including but not limited to for failure to comply with these Membership Terms & Conditions. Personal identifiers will NOT be deleted if membership has been permanently revoked due to violation of the Terms, in order for CAA to identify the individual should an attempt be made to apply for membership again. At no time will CAA SCO tolerate harassment, intimidation, threatening or abusive behaviour and/or language directed at its Associates, service providers, or other CAA representatives. Upon expiry, non-renewal or cancellation of membership, all accrued CAA Dollars<sup>®</sup> and credits will be revoked without refund or compensation.

### Changes to Membership:

The terms, conditions, services, benefits, prices, policies and procedures of your CAA Membership are subject to change at any time. These terms will be updated at caasco.com/membership or caasco.com/termsandconditions. If after reviewing any change to the terms of your membership, you do not accept the new terms or do not wish to renew your membership, you may terminate your membership as of when the change takes effect.

# Membership Dues:

#### Payment.

- Payment of annual dues can be made in-store, by phone or online through one of the following accepted forms of payment; electronic banking (telebanking) or online "payee – CAA South Central Ontario," Visa, Visa Debit, Mastercard and Amex. Cheques are also accepted by mail, made payable to CAA South Central Ontario at: CAA South Central Ontario, PO Box 4027 Stn A, Toronto, Ontario, M5W 0G8.
- Membership dues are due on an annual (365 day) billing cycle. Dues are subject to change without notice. If your membership dues are not paid in full on or before your membership anniversary:
  - o Your membership will lapse.
  - o You will not be entitled to Member services or Member benefits.
  - o You will forfeit your CAA Dollars balance.
  - o You will forfeit any benefits linked to your membership tenure.
- Based on the information we have on file, we will send you a renewal notice to pay your membership dues approximately 30 days prior to the end of your annual billing cycle (except gift membership recipients with a recurring donor). Prompt renewal of your membership ensures there is no interruption in service.
- Any credits or CAA Dollars available on your account at renewal will automatically be applied to your renewal.
- Please ensure you review your membership renewal notice for accuracy. If any changes are required, it is the Member's responsibility to notify CAA SCO prior to the renewal date.
- All membership changes, including additions or deletions, must be authorized by the purchaser or authorized representative of the membership account. Renewal is for a 12-month period based on the month of initial enrollment, or most recent renewal, whether or not membership benefits have been exercised.
- Your CAA Membership expires one year after the activation date, and will be billed annually on notice to you (subject to payment of membership fees and any activation procedures). If after receiving notice of any change to the renewal of your membership you do not accept the new terms or do not wish to renew your membership, you may terminate your membership as

of the date when the change takes effect or on the renewal date. Please see our 30-day money-back guarantee policy.

#### The following costs are not included in CAA Membership dues, and the Member hereby agrees to indemnify and hold CAA SCO and its service providers harmless from any liability arising therefrom:

- 1. Cost of parts, labour or repairs in connection with roadside assistance service.
- 2. Costs for towing a vehicle in excess of the covered towing distance.
- 3. Vehicle impound and/or storage fees and related costs.
- 4. Costs relating to vehicle accident clean-up.
- 5. Costs associated with legal infractions.
- Costs incurred as a result of a mechanical breakdown, including lost wages, alternate transportation, accommodations, etc.
- Costs relating to battery "recharging" (charging is very different from boosting; a boost is a temporary measure and a charge is considered a repair involving labour charges).

#### Auto-renew program:

When you enrol in automatic renewal for the first time, CAA SCO may give you a discount against a pending or future transaction. The discount amount is subject to change without notice. If you are a participant in automatic renewal your membership dues will be automatically charged to your designated pre-authorized credit card on file with CAA SCO. Based on the terms and conditions of your credit card issuer, it is probable that your financial institution will provide us with updated credit card information independent of you. You will receive an annual renewal notice approximately 30 days prior to your expiry date, which will inform you of the date your pre-authorized credit card will be charged. If we do not receive any alternative instructions from you, we will process your membership renewal(s) by charging the credit card that is registered to your account.

If you are enrolled in automatic renewal and would like to terminate your membership, you must provide us with notice before your membership renewal date.

# Additional Charges:

If any payment to CAA SCO or its service provider(s) is reversed, returned by your financial institution due to nonsufficient funds (NSF), or declined for any other reason, we will contact you to collect payment and/or update your payment information. All membership benefits will be unavailable until payment is made in full. Additionally, you may be charged an administrative fee of \$25.00 per occurrence, including any disputed charge that is determined to have been validly applied to your account. CAA SCO reserves a right of set-off for any outstanding debts owing to CAA SCO or to its service provider(s).

### Native Status Tax Exemption:

Members requesting a partial tax exemption (HST) must provide in person a copy of their valid native status card at one of our CAA Stores each year in order for a partial tax exemption to apply. If you are unable to attend a CAA Store in person, tax will be included on the renewal statement and you can claim the tax exemption through the Ontario Ministry of Finance.

### Purchasing membership as a Gift:

The rights, obligations and distinctions of a One-time Gift Membership Purchaser vs. a Recurring Gift Membership Purchaser:

Activity	One-time Purchaser	Recurring Purchaser
Responsible to pay for initial gift membership purchase	Yes	Yes
Responsible to pay for annual membership dues	No	Yes
Receives and controls billing/ payment details (unless recipient assumes responsibility by contacting CAA SCO)	No	Yes
Jointly responsible with recipient to pay any invoices for products or services not included in the membership dues	No	Yes
Can upgrade/downgrade and renew the membership	No	Yes
May be able to see details of the recipient's usage.	No	Yes

Note: In the interest of protecting each Member's privacy, CAA SCO requires authorization from the recipient in order to discuss service call details with the purchaser, another Member, or individual.

### Money-back Guarantee:

CAA SCO membership dues are refundable within 30 days after the payment has been processed by CAA SCO. The amount of the refund will be prorated and based on your household's most recent membership(s) payment to CAA SCO, minus any outstanding costs associated with CAA SCO services provided to you or your Associate Members (including any additional charges as outlined above) up to the date of cancellation. CAA SCO will not refund your membership after 30 days of receiving payment. Cancellation requests may be made in writing to:

CAA South Central Ontario, Member Administration 60 Commerce Valley Dr. E., Thornhill, ON L3T 7P9

Or by email: membership@caasco.ca

Or by calling Member Support: 1-800-564-6222

#### Or by fax: 905-771-4720

Or by visiting your local CAA Store.

# Section 2

# Membership Coverage and Roadside Assistance Services

# ROADSIDE ASSISTANCE BENEFITS (FOR BASIC, PLUS, CORPORATE AND PREMIER MEMBERS):

Basic, Plus, Corporate and Premier Members in good standing are entitled to receive a certain number of roadside assistance service calls per membership year. Service calls cannot be shared or carried over to the next membership year. Once the number of service calls has been exceeded, CAA SCO will continue to facilitate the roadside assistance services described above. However, any services in excess of the roadside assistance "maximums" will be subject to service provider fees that will be due at the time of service. For all membership types, **any service calls not covered by membership must be paid for by the requesting Member at the time of service.** 

#### Roadside Assistance Services by Membership Type:

	Basic			
Type of Vehicle Covered	Cars, bicycles			
For full guidelines on eligible and ineligible vehicles, please visit: caasco.com/vehicle-eligibility				
Additional Cost	_			
Roadside Assistance Service Calls	4			
Towing Service	Up to 10 km			
Emergency Gas & Delivery	Delivery only			
Locksmith for Vehicle	Up to \$50 cad			
Extrication Service	Yes			
Road Trip Accident Assistance	Up to \$300 CAD			
Road Trip Interruption Assistance	-			
Vehicle Return Benefit	-			

Our number one priority is safety. We ask for your understanding as calls are prioritized based on our Members' safety and not necessarily on time of service request. There may be situations, for example during periods of extreme weather, where the safety of other Members may need to be prioritized and service may be delayed if you are in a safe location. Benefits and services are subject to change without notice.

Your CAA SCO membership includes the following roadside assistance services, subject to additional fees if applicable. Some services listed below may only be available within certain CAA SCO geographical areas. All roadside assistance services are subject to the Limitation of Liability provision set out later in this section.

Plus	Corporate	Premier			
Cars, motorcycles, bicycles	Cars, motorcycles, bicycles	Cars, motorcycles, bicycles			
For full guidelines on eligible and ineligible vehicles, please visit: caasco.com/vehicle-eligibility					
Recreational vehicles (Plus RV)	_	Recreational vehicles (Premier RV)			
4	4	5			
Up to 200 km	Up to 200 km (for up to 3 calls) Up to 300 km (for 1 call)	Up to 200 km (for up to 4 calls) Up to 320 km (for 1 call)			
Gas & delivery	Gas & delivery	Gas & delivery			
Up to \$100 cad	Up to \$100 cad	Up to \$100 cad			
Yes	Yes	Yes			
Up to \$600 cad	Up to \$1,000 cad	Up to \$2,000 cad			
_	_	Up to \$600 cad			
_	_	Up to \$500 cad			

# **Battery Service:**

Upon purchase of a CAA Premium Battery, service providers will deliver, install and recycle your old battery at no extra cost. Please note: you may choose to keep your old battery for an additional cost that must be paid for by the requesting Member at the time of service. Battery services may not be available in your area. This will count as one (1) service call unless a new battery is purchased at the time of the call. However, an unsuccessful battery service that results in a towing service call, will count as a single service call.

Battery service is subject to vehicle type and may not be available for your vehicle. For full guidelines on vehicles eligible for battery service, please visit caasco.com/battery.

CAA SCO and service providers may refuse to provide certain battery service if it is deemed unsafe (in CAA SCO or service provider's sole discretion), when installation cannot be performed at the roadside, or if the battery is under warranty.

### Lockout/Locksmith Service:

If your keys are locked in the vehicle, CAA SCO will send a service provider to attempt to gain entry. If your ignition key is lost or broken, CAA SCO will reimburse up to \$50 CAD for a locksmith service for Basic Members and up to \$100 CAD for all other membership levels. Reimbursement will count as one (1) service call. In cases where the locked vehicle cannot be made operable, towing services will be provided subject to the Member's towing coverage. Locksmith service refund is comprised of ignition work and/or the making of one ignition key, but extra charges may apply to the Member. Please note: the registered owner must be present while the vehicle is being serviced by a locksmith. This will count as one (1) service call. An unsuccessful locksmith service that results in a towing service call will count as one (1) service call.

# **Emergency Gas Delivery:**

When you run out of gas, a limited supply of gasoline will be delivered to your disabled vehicle to enable you to reach the nearest open service station, or in accordance with your roadside assistance towing service provisions, a tow will be provided to a facility where fuel is available. Specific brands or octane ratings cannot be promised. We will deliver gas, but not diesel or propane. Basic Members will be charged the current pump price for the gasoline. For Plus, Corporate and Premier Members, there is no charge for the gas. Emergency Gas Delivery counts as one (1) Service Call.

### Flat Tire Service:

If you get a flat tire, your vehicle's spare tire will be installed, as long as the spare tire is inflated and serviceable. Before calling CAA SCO, please ensure that any specialty key to remove the lug nuts is available. Service does not include repairs, additional trips to deliver a repaired tire, installation or removal of tire chains, mounting, dismounting or shifting of tires and seasonal tire change-overs. To avoid damage, certain vehicles will require a tow to a garage within the limits of your membership as proper installation requires that the wheel lug torque be set to the recommended specification for your vehicle. In the event that the service cannot be rendered safely due to poor conditions or maintenance, the service provider reserves the option of towing the vehicle to safety to avoid possible damage. Flat Tire Service counts as one (1) service call.

### **Extrication Service:**

Your vehicle will be extricated when (in CAA SCO or the service provider's sole determination) it can be safely reached from a normally travelled or established thoroughfare or road. If special equipment, additional personnel or vehicles are required, the associated costs may be at your expense. Plus, Premier and Corporate Members are automatically covered for an additional service vehicle and service provider for up to one hour of extrication service at the scene. The service vehicle must have clear and safe access to the disabled vehicle; for example, service cannot be rendered in limited access areas such as plowed-in, snowbound or ice-covered areas. Please note, membership does not include vehicle recovery service.

# **Towing Service:**

Towing Service will be provided if attempts to make your vehicle safely operable at the roadside have been unsuccessful. Flatbeds or dollies will be used when required. Membership includes towing mileage based on your membership type. A charge per kilometre will be applied by the service facility to any additional mileage that exceeds your coverage. Service wait times can increase if special towing equipment, which includes flatbeds, is required. Towing equipment is dispatched in accordance with manufacturer specifications. Special requests. including a request for a flatbed when not required will not be accommodated. Service providers will take the most efficient route from pick up location to tow destination. The most efficient route is not necessarily the shortest route. In cases where the most efficient route results in kilometre overages, Members are responsible to pay overage charges for actual kilometres travelled.

# Bike Assist®:

CAA provides Bike Assist – roadside assistance for your bicycle. Bike Assist covers motorized bicycles (ebikes), however two-wheeled scooters and mopeds are only covered under Plus and Premier Memberships.

If your bike becomes disabled and at CAA SCO or the service provider's discretion cannot be repaired on the spot (i.e., if you do not have a spare tire and/or repair kit) CAA SCO will arrange to transport you and your bicycle, subject to the towing limits based on your membership type. Bike Assist counts as one of your allotted roadside calls during your membership year. Service will be provided to cyclists where there is permitted vehicle access and based on seasonal availability.

# Motorcycles:

Motorcycles with or without a side car, are eligible for coverage under Plus, Premier and Corporate Membership types. CAA SCO will transport your motorcycle, subject to your towing limits based on your membership type. Motorcycle service will count as one (1) of your allotted roadside calls during your membership year.

### **Recreational Vehicles:**

Recreational vehicles (RV), campers and trailers (subject to vehicle eligibility) are eligible for coverage under PlusRV and PremierRV Membership. CAA SCO will transport your RV, camper or trailer to a registered RV repair facility, subject to your towing limit based on your membership type. RV, camper or trailer service will count as one (1) of your allotted roadside calls during your membership year. CAA SCO and service providers may refuse to provide a certain RV service if it is deemed unsafe (in CAA SCO or service provider's sole discretion).

# Accident tows:

Your CAA SCO membership covers you for towing service (subject to your applicable coverage limits) in the event you are in an accident, unless the accident is due to a legal infraction by you. CAA SCO will make an effort to accommodate the towing of the vehicle. Under certain circumstances, police may require that the vehicle be removed immediately by an independent towing company. In these situations, the Member may submit a receipt for reimbursement consideration.

For using an independent towing company, they must be independent from the Member and not a family member or friend. An original official receipt and a legible copy of

the accident report must be submitted with any requests for a refund. Members must also submit a letter from their insurance company stating the insurer is not covering the cost of the claim related to towing service expenses, and/or there are no recent or pending claims. For towing reimbursement consideration, a receipt and/or accident report must bear the Member's name and must be submitted within 30 days of the accident.

CAA SCO reserves the right to request a Member to pursue their automobile insurer for expenses relating to accident tows. Alternatively, we may request the Member's automobile insurer details in order to subrogate the claim.

# Vehicle Eligibility:

Certain limitations may apply and vehicle eligibility will be ultimately determined at the time of service. In all cases vehicles must be insured for personal use, be licensed and be road-worthy. Subject to the applicable exclusions, vehicles eligible for coverage include:

- 4-wheeled, motor-driven vehicles (cars, unloaded pickups, unloaded vans, campers and motorhomes)
- Motorcycles with or without sidecars, and mopeds (with Plus, Corporate or Premier Membership)
- Rented passenger vehicles (excluding taxis and limousines)
- Dual-wheel licensed motorhomes, campers and fifthwheel trailers. The following types of trailers are also eligible for towing, extrication and tire service with Plus RV and Premier RV Membership: travel, snowmobile, utility, boat and unloaded horse (animal) trailers.
- For full guidelines on eligible and ineligible vehicles, please visit caasco.com/vehicle-eligibility

# Please note: Vehicles used for commercial purposes are not eligible for service.

# Service Exclusions:

The following services are not covered by any membership type offered by CAA SCO, unless expressly specified in the Terms and Conditions applicable to non-Basic CAA Membership types.

- Service to a loaded or altered vehicle where the service cannot be performed safely (in CAA SCO or service provider's sole discretion) and may jeopardize the load or damage the vehicle.
- 2. Service to an unattended vehicle, unless such service is expressly pre-authorized by CAA SCO acting in its

sole discretion, and is not prohibited by law; however, CAA SCO reserves the right to accept or reject a preauthorization request even if it may be similar or the same as a previously pre-authorized request.

- Service to a recreational vehicle, unless it is eligible under the Member's CAA PLUS RV or CAA PREMIER RV Membership.
- 4. Service to a vehicle that appears to be configured for racing, motoring competitions, or performances.
- 5. Service to a vehicle that is not disabled and appears to be eligible to participate in auto shows or specialty automotive events.
- 6. Service to school buses, cube vans, cube trucks, cargo vehicles, all-terrain vehicles ("ATVs"), snowmobiles, taxis, limousines, two-seater UTVs (side by sides), work trucks, dump trucks, transport trucks, lorries, semi-tractor-trailer trucks, semi-trailers, "Sprinter-type" vans, transit vans and vehicles designed to carry more than 8 passengers (exceptions may apply based on size, weight and/or height)
- Service to a vehicle that appears to be owned by a business, and/or service to a vehicle customarily used in connection with a business (in the service provider's sole discretion).
- 8. Service to a vehicle displaying advertisements or logos, so as to appear (in the service provider's sole judgment) to be used in connection with a business.
- 9. Service to a vehicle bearing commercial or dealer license plates.
- Service to a vehicle that in the attending service provider's sole opinion appears to be: (A) abandoned; (B) in an advanced state of disrepair; (C) located in, heading to or transported from a salvage yard or impound lot; or (D) un-plated, unlicensed or improperly licensed.
- 11. Service to a vehicle that is already located at a commercial garage or vehicle repair facility unless such service is expressly pre-authorized by CAA SCO. Please note: proof of release/payment must be provided by the requesting Member at the time of service.
- 12. Second or additional tows for any individual service event intended to extend the length of a tow.
- 13. Service to a vehicle situated in an area not normally travelled, including, but not limited to unmaintained roads, open fields, beaches, private logging roads, riverbanks, floodways, ice roads, muddy or plowed-in or snowbound streets, filled driveways or alleys (service providers will not shovel snow), construction sites or other locations which cannot be reached safely.

- Service to a motorcycle that is requested by a Member whose CAA Membership does not include motorcycle roadside assistance benefits.
- 15. Transportation of a recreational vehicle ("RV") or recreational trailer for moving purposes, winter storage or relocation within a trailer park.
- 16. Transportation of a vehicle or bicycle that is not disabled, or transportation that appears to be simply for moving purposes. This includes but is not limited to transportation of vehicles to/from auction houses, shipping docks, for the purpose of certifying a vehicle (i.e. emissions testing, safety certification) or for the purpose of storing/removing a vehicle from a storage facility.
- 17. Transportation of more than one authorized passenger (subject to the Passenger Rules below) who will travel with the service provider while the disabled vehicle is under tow.
- 18. CAA SCO does not provide you with taxi service, however, at your request and with approval for an additional cost, CAA SCO will arrange for you to be transported to or from the disabled vehicle.
- 19. The Member may designate themselves OR another responsible adult (18 years of age or older) to ride along as a passenger with the service provider while the vehicle is under tow; however, the service provider reserves the right to refuse transportation in its sole discretion for any reason permissible by law.
- 20. The Member is solely responsible to ensure the safe transportation of themselves and any additional passengers whether or not travelling with the service provider. CAA SCO may attempt to dispatch 3rd party transportation (i.e. taxi service) for the Member and/or the Member's passengers of the disabled vehicle, at the Member's sole expense.
- 21. Transportation of animals in the service provider's vehicle while the disabled vehicle is under tow. This excludes service animals.
- 22. Transportation of a vehicle for a police ordered service due to a legal infraction.
- Use for commercial activities or by commercial enterprises. This includes but is not limited to use of CAA SCO as a third party.
- CAA SCO does not tow vehicles into underground repair facilities or service bays.

### Accessibility for Ontarians with Disabilities Act (AODA)

**exception:** Certain exceptions to the membership exclusions listed above may apply to persons requiring special accommodation due to a disability. Please contact CAA SCO for further details.

#### Service Providers:

Roadside assistance service providers are independent contractors and are not employees of CAA SCO. CAA SCO will not assume responsibility for property damage, personal injuries, losses or inconveniences caused by the service provider.

### Non-CAA provider services:

If you have contacted CAA SCO to obtain roadside assistance and CAA SCO service is not available at the time of your request, CAA SCO may authorize you to obtain your own towing service, pay for it and submit the original invoice (please save a copy for your records) to CAA SCO within 30 days for reimbursement consideration. CAA SCO reserves the right to refuse reimbursement for tows provided to a Member by a non-CAA service provider that CAA SCO determines or suspects is related (i.e. by family, household, friendship, etc.) to the Member; or, where applicable is operating without license and/or beyond regulatory guidelines with respect to services provided and fees billed.

Reimbursements will be calculated at a "fair rate", which will be determined by:

- Regulated municipalities rates posted by the servicer within the municipality.
- Non-regulated municipalities average of posted rates within regulated municipalities

Members are required to request the rate card from the tow truck driver prior to accepting service, and ensure that the rates invoiced match with the rate card. There are often rate cards printed on the invoice; CAA SCO will not reimburse at a higher rate than that which is printed on the invoice under any circumstances.

CAA SCO may require you and/or the registered owner of the vehicle to provide further information when assessing a reimbursement claim. Please be prepared to provide:

- Police incident number/copy of police report (for police ordered tows)
- Copy of your driver's license
- Proof of payment for service (cashed cheque, bank statement indicating cash withdrawal, credit card statement or credit card receipt)

- Insurance policy information including insurer, insured, policy number, effective dates
- Vehicle ownership information

When extra information has been requested and is not provided within 7 days, the claim will be denied.

CAA SCO reserves the right to request a Member to pursue their automobile insurer for expenses relating to damage and accident claims. Alternatively, we may request the Member's automobile insurer details in order to subrogate the claim. Payment may be withheld until the automobile insurers' details are provided.

Every effort will be made to issue refunds and reimbursements within a reasonable time frame (usually within 30 days). CAA SCO is not liable for any expenses, including but not limited to accrued interest, surcharges or administration fees for refunds or reimbursement.

CAA SCO reserves the right to deny claims where CAA SCO was not contacted to arrange service, and/or we did not give direction to a Member to arrange their own service. Any claims paid in these circumstances will be subject to a maximum of \$300 CAD regardless of circumstances.

# Liability and Damage Claims:

CAA SCO and its service providers each reserve the right to contact the police or local authorities upon suspicion of impaired driving or any other threat to the safety of person or property.

As a Member of CAA SCO, you hereby understand and agree that unless the loss relates to the fraud, gross negligence or willful misconduct of CAA SCO, CAA SCO's maximum liability to you, your passengers or any third parties affected shall be a reimbursement of any membership dues paid by you in the 12-month period immediately preceding the loss.

In some cases such as, service to a vehicle with pre-existing damage, the service provider may ask you to sign a waiver which identifies pre-existing damage prior to providing service. The service provider may refuse service if the waiver is not signed.

Certain types of North American and foreign-made cars (especially those with fiberglass bodies) and vehicles with owner-made modifications are difficult to provide certain roadside assistance to without causing damage. In such cases, you and/or the registered owner of the vehicle may be asked to sign a release /waiver of liability assuming responsibility for any damage that may occur during service. For vehicle damage during service, Members must contact CAA SCO directly to report any damage or concerns regarding their vehicle within 24 hours of the initial service request and before any necessary repairs are carried out. Members should also document the damage. A failure to report within 24 hours will result in a denial of your claim.

CAA SCO and our service providers reserve the right to physically inspect and assess any damage claims. The service provider and/or CAA SCO must be permitted – within 72 hours after the incident report is forwarded to the service provider for further investigation – to physically inspect the vehicle damage and its equipment in order to determine liability. The Member should not make any repairs to the vehicle or remove evidence of the damage. In the event that you do not permit service provider and/or CAA SCO to physically inspect the damage within the 72 hours or if repairs are completed prior to the completion of such an inspection, your claim will be denied.

While assessing a damages claim, CAA SCO may require you and/or the registered owner of the vehicle to provide further information to assist with resolving your claim. Please be prepared to provide documentation that supports your claim. Where such documentation has been requested and is not produced within 72 hours, your claim will be denied.

In the event that service provider and/or CAA SCO commits to repair or replace any damaged vehicle parts, both service provider and CAA SCO reserve the right to approve repairs or use replacement parts of a similar kind or quality.

In the event that CAA SCO denies your claim in whole or in part, CAA SCO will promptly inform you in writing outlining the reasons for the denial.

Service provider and/or CAA SCO will not pay for vehicle damage repair costs that exceed the actual cash value of your vehicle at the time the damages were incurred. In this case, you may be asked to file your claim with your insurance company.

CAA SCO assumes no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.

CAA SCO, including our service providers, are not liable for any loss, damage or expense relating to unattended tows under any circumstances.

CAA SCO, including our service providers, are not liable for any loss, damage or expense where a vehicle has been involved in an accident, or where a vehicle must be extricated/winched from an off-road position.

CAA SCO and our service providers seek to deliver service

expeditiously, however CAA SCO, including our service providers, are not liable for any loss or expense resulting from the length of time between service request and service delivery, nor service cancellations and delays.

CAA does not have supervision or control over the operation or management of service providers and vehicle repair facilities. In the event of a dispute arising between a Member and the service provider, CAA SCO may appoint an arbitrator whose ruling shall be final and binding on both parties.

### **Extreme weather conditions:**

During extreme weather conditions, CAA SCO responds to calls on a priority basis, providing service first to those Members whose vehicles are blocking roadways or posing a threat to personal or public safety. Under severe conditions, we reserve the right to delay service to Members whose vehicles are in a place of safety. Your patience and understanding under these circumstances is appreciated.

# Road Trip Benefits.

### **Road Trip Accident Assistance:**

Road Trip Accident Assistance applies when the vehicle driven by an eligible CAA Member is involved in a reportable collision. Under the Road Trip Accident Assistance plan, eligible Basic Members are automatically covered for up to \$300 CAD annually in eligible unforeseen, necessary outof-pocket expenses resulting from an accident involving a collision. Eligible Plus Members are covered for up to \$600 CAD annually for the same. Eligible Corporate Members are covered for up to \$1,000 CAD annually for the same. Eligible Premier Members enjoy coverage for up to \$2,000 CAD annually when the vehicle driven by the Premier Member is involved in a reportable collision, fire or theft. The Member may submit a claim for one of the following three options: hotel accommodations and meals, OR car rental from a licensed agency, OR commercial transportation to continue the trip. Only one claim, by one Member, per incident can be submitted and claims must be submitted within 30 days of the incident.

Please note that Road Trip Accident Assistance is not emergency travel or medical insurance. Certain restrictions and limitations apply.

### To be eligible for assistance:

• The collision must occur during a planned trip of 200 km or more from the Member's primary residence.

- The trip must include at least one overnight Member stay anywhere in Canada or the United States.
- The Member may only claim eligible expenses incurred by the Member in the 72-hour period immediately following the incident *or until the vehicle is repaired,* whichever comes first.
- The Member must obtain a copy of the police report describing the incident and original receipts for repairs and allowable expenses to support the claim.
- The Member's vehicle must have been deemed unsafe and/or inoperable, and proof of same condition must be provided by police and/or licensed mechanic.
- The Member must present a copy of the police report and original receipts for allowable expenses.
- Claim must be submitted within 30 days from the date of the incident.

# **Road Trip Interruption Assistance:**

Premier Members enjoy a higher level of coverage when travelling by auto on a trip of more than 200 km away from home. This includes at least one overnight stay anywhere in Canada or the United States. If your trip is interrupted due to a mechanical breakdown, reimbursement will be made for necessary out-of-pocket expenses up to an annual limit of \$600 CAD. Expenses incurred prior to an upgrade to Premier are ineligible for reimbursement. You may submit a claim for ONE of the following three options: hotel accommodations and meals. OR car rental from a licensed agency, OR commercial transportation to continue the trip. Assistance applies up to 72 hours after the incident or until the vehicle is repaired, whichever comes first. One claim per incident. For example, if more than one Member is on the same trip, only one claim will be considered. A claim must be submitted within 30 days of the incident. Only one claim, by one Member, per incident can be submitted.

### To be eligible for assistance:

- The mechanical breakdown must occur during a planned trip of 200 km or more from the Member's primary residence.
- The trip must include at least one overnight Member stay anywhere in Canada or the United States.
- The Member may only claim eligible expenses incurred by

the Member in the 72-hour period immediately following the incident *or until the vehicle is repaired*, whichever comes first.

- The Member must obtain a copy of the original receipts for repairs and allowable expenses to support the claim.
- The Member's vehicle must have been deemed unsafe and/or inoperable, and proof of same condition must be provided by a licensed mechanic.
- The Member must present a copy of the original receipts for allowable expenses.
- Claim must be submitted within 30 days from the date of the incident.

Please note that Road Trip Interruption Assistance is not emergency travel or medical insurance. Certain restrictions and limitations apply.

# Vehicle Return benefit:

For Premier Members, the Vehicle Return benefit is applicable when the Member suffers an unexpected illness or injury that prevents them from completing their intended trip while travelling more than 200 km away from home anywhere in Canada or the United States. The Vehicle Return benefit will reimburse eligible Members up to \$500 CAD annually for commercial transportation of the vehicle back to the Member's primary residence.

# To be eligible for assistance:

- The vehicle must be operable.
- The Member may only claim eligible expenses incurred by the Member in the 72-hour period immediately following the incident.
- None of the Member's travel companions can be capable of transporting the vehicle.
- The Member must provide proof from a licensed medical facility or practitioner confirming the illness/injury and the Member's inability to operate their vehicle.
- The Member must present original receipts of all eligible expenses.

# Two-Day Complimentary Enterprise Rent-A-Car®:

CAA Premier Members receive up to two free car rental days from Enterprise in conjunction with a tow. If your car is towed on one of your five allowable calls, as a result of a mechanical breakdown and you need transportation, we'll arrange for a mid-size rental for two consecutive days at no charge at participating Enterprise locations in Canada, subject to availability.

The Premier Member must be within 200 km from home and CAA has towed the vehicle for mechanical failure. This will be arranged through CAA. CAA will call Enterprise to make arrangements to assist the Member with a two-day car rental. The incident must be referred to CAA within 48 hours of occurrence. CAA Members are responsible for subsequent day rental charges, upgrades, vehicle insurance, mileage and fuel charges, transportation to an Enterprise location, and any other charges, fees and taxes. Normal rental qualifications, including age restrictions and other restrictions apply. Should a breakdown occur at a distance greater than 200 km, then the Trip Interruption & Vehicle Return benefit will apply as described in that section below. Other restrictions may apply.

® Enterprise Rent-A-Car is a registered trademark of Enterprise Holdings Inc.

# **Road Trip Benefits Additional Exclusions:**

Expenses incurred by any person other than the CAA Member are not payable. Benefits are also not payable for any loss, injury, illness, delays and/or expenses due to the following:

- Tire trouble
- Intentionally self-inflicted harm, including suicide.
- Mental or nervous health disorders.
- Alcohol or substance abuse, or related illnesses.
- An accident that occurs when the vehicle is being driven by an unlicensed driver or a driver who is not covered by CAA SCO Membership.
- Personal property that is damaged or destroyed.
- Any liability for injuries or property damage.
- Commission or attempted commission of an illegal act.
- Cost of repairs to the vehicle.
- Cost of fuel expenses.
- Air and/or sea travel.
- Carrier-caused delays.

- Participation in professional athletic events or motor competition, including training.
- Cost of meals, accommodations or substitute transportation (including taxis) resulting from delays caused by routine maintenance or minor repairs to the vehicle.
- War (whether declared or undeclared), acts of war, military duty, or hostilities of any kind (invasion, rebellion, riots or insurrections).

# **Emergency Road Service Claims.\***

For claim review and consideration under your membership coverage benefit level for Emergency Road Service benefit claims, within 30 days of the service or incident, please complete a claim form with all membership details. Annual service calls available must be one or greater at the time the reimbursement is being processed or the claim will be denied. All claims must be in the Member's name with service date listing itemized services received and all paid receipts. Please note, original receipts will only be returned in the case of claim denial, (as CAA SCO will not be able to provide copies and any other detailed information in support of your claim), to:

CAA South Central Ontario, ERS Claims 60 Commerce Valley Dr E., Thornhill, Ontario L3T 7P9

Or by online submission: caasco.com/membership

### Or by fax: 905-771-4720

\* Claim forms can be accessed by visiting caasco.com under Membership Forms. For additional assistance please contact Member Support at **1-800-268-3750**.

A claim form must be completed and submitted in order for a claim to be assessed. Please note that CAA SCO has the right to refuse and return claim submissions that do not meet the criteria. This includes but is not limited to, nonitemized receipts, missing information and other information critical to the claim approval process.

# Voting Rights.

As a Primary or Associate Member, you are entitled to vote at our Annual General Meetings. CAA Members elect our Board of Directors, receive a copy of our consolidated financial statements and approve significant changes to the CAA SCO mandate. You may attend the Annual General Meeting in person or submit a proxy form appointing someone else to vote on your behalf.

# Section 3

# Member Rewards

# CAA Rewards<sup>®</sup>:

CAA SCO may change these Terms and Conditions and/ or any aspect of CAA Rewards without notice. CAA SCO may add, delete or change CAA Rewards partners, modify any offers provided by CAA Rewards partners or the accumulation or redemption details regarding CAA Dollars. Once the partner's reward points are transferred to CAA and converted to CAA Dollars, we are unable to reverse this transaction. If you default on your CAA membership, become bankrupt, commit fraud, misrepresent any information, abuse the privileges granted to you under CAA Rewards or act in any other way to the detriment of CAA SCO or CAA Rewards partners, we may, without affecting our other rights, disclose such information requested by proper authorities, terminate your CAA Membership and/or cancel the CAA Dollars in your account.

# CAA Dollars:

To earn and redeem CAA Dollars, you must be a current CAA Member in good standing (CAA Membership dues paid in full by membership expiry date). CAA Dollars cannot be converted into currency at any time and cannot be used to purchase CAA Batteries. If there is a lapse in your membership, you will forfeit any accumulated CAA Dollars. Your CAA Dollars will be automatically redeemed towards your CAA Membership renewal dues, unless you have opted-out, and be reflected on your renewal notice generated approximately 45 days prior to the end of your annual billing cycle. Any changes in your CAA Dollars balance, up to 24 hours of renewal (positive or negative) occurring after you have been billed will be reflected on your account balance when calculating your renewal charge. CAA Dollars may be redeemed against your CAA Insurance renewal premium. Redemption is applicable once your CAA Insurance Company auto and/or property policy has been renewed and your payments are up to date. Applying CAA Dollars to your first CAA policy term is exempt from the program. Redemption amount must be greater than five CAA Dollars and less than or equal to the total policy premium for the renewal term.

CAA Dollars earned through our CAA Rewards program are applied as a credit to reduce annual renewal, apply upgrades or adjustments to your membership. CAA Dollars are not considered as a discount, but as a form of a credit and are applied after dues and applicable taxes.

This credit then reduces the amount payable by the Member for any CAA Membership renewals or changes which may result in payment. Using CAA Dollars as a credit allows us to reduce the amount owing after tax.

CAA Dollars remain the property of CAA and if there is a lapse in your membership, you will forfeit any accumulated CAA Dollars.

# Section 4

# Membership Concerns and Dispute Resolution

At CAA, we will attempt to resolve all inquiries at the first point of contact. Most of our Member concerns are resolved quickly and efficiently by our front-line employees; however, there may be cases when your concerns require further review or investigation. Should you feel that your issue still remains unresolved, you can escalate your additional concerns to our Member Relations Team.

#### By email: memberconcerns@caasco.ca

#### Or by phone: 1-800-268-3750 Or by visiting your nearest CAA Store

We are committed to providing a decision that is fair, equitable, and developed within CAA SCO's standards. We use Member feedback to continuously improve our operations and Member value.

#### Mail:

Member Relations – CAA South Central Ontario 60 Commerce Valley Dr E., Thornhill, Ontario L3T 7P9

Members should provide in their communication their preferred contact method, name, address and 16-digit membership and/or reference number in addition to specific details of steps taken to address their concerns, such as the service or product in question, the particular dates on which the matters complained about occurred or were brought to their attention.

We will acknowledge all Member concerns within five business days and are committed to resolving them upon receipt of all relevant documentation within 30 business days.

#### CAA SCO Disclaimer:

Neither CAA SCO nor its affiliates, nor any of their respective officers, employees, directors, agents or contractors (collectively, "CAA SCO") have any responsibility or liability for any expense, loss, cost, injury, damage, delay, travel cancellation, accident or any other matter, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to:

- Failure, delay or decision by CAA SCO in administering any of the benefits outlined in these Terms and Conditions, including roadside service call products and services, CAA Rewards and CAA Dollars
- An offer, representation, statement or claim about the CAA Rewards program
- Information on any partner or their products or services
- The availability or appropriateness of any special offer by a partner

# Section 5

# **CAA Club Group Privacy Policy**

# CAA Club Group Privacy Policy:

CAA Club Group and its affiliated companies (collectively "CAA") are committed to the protection of your personal information.

This Privacy Policy explains the privacy practices in connection with CAA's activities, both online and offline, mobile apps, as well as in person or telephone interactions. This includes your CAA Membership, the provision of CAA roadside, retail, travel, insurance, CAA Rewards<sup>®</sup> and other product and service offerings.

CAA carries on business as "CAA South Central Ontario" in Ontario and "CAA Manitoba" in Manitoba, and includes CAA Insurance Company, CAA Services (South Central Ontario) Inc., CAA Travel (South Central Ontario) Inc. and MML Club Services (doing business as "CAA Manitoba Insurance Brokers" and "CAA Travel").

Travel Insurance: Note that Orion is the underwriter of travel and health insurance purchased through CAA. Orion's privacy policy found at **oriontravelinsurance.ca** applies to these product and service offerings.

Home and Auto Insurance: Note that CAA Insurance Company is the underwriter of property and automobile insurance purchased through CAA. CAA Insurance Company's privacy policy found at **caainsurancecompany.com/privacy** applies to these product and service offerings.

#### **Policy Contents:**

- 1. Accountability for Your Privacy
- 2. Personal Information and How We Collect It
- 3. Using Your Personal Information
- 4. Withdrawing Your Consent
- 5. Sharing Your Information
- 6. Our Website and App Practices
- 7. Keeping Your Information Safe
- 8. Accessing Your Personal Information
- 9. How Long We Keep Your Information
- 10. External Links and Social Media
- 11. Our Privacy Complaint and Breach Management Process
- 12. Changes to this Policy
- 13. Getting in Touch

### 1. Accountability for Your Privacy

CAA takes full responsibility for the management and confidentiality of personal information we collect and use. Personal information is collected, used, shared and stored in accordance with the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 and any applicable provincial privacy laws that may apply to CAA from time to time.

CAA has appointed a Privacy Officer who oversees compliance with privacy laws and best practice. The Privacy Officer's duties include:

- Developing and, on a regular basis, reviewing the implementation of internal procedures to protect personal information;
- Ensuring all staff are trained on privacy best practices and are aware of the importance of safeguarding any personal information that they are privy to;
- Ensuring that all inquiries and complaints relating to privacy are appropriately handled; and
- Ensuring all third parties to whom CAA provides access to personal information adhere to appropriate standards of care in handling that information.

### 2. Personal Information and How We Collect It

**'Personal information'** is any factual or subjective information, recorded or not, about an identifiable individual.

For CAA Members, this includes your name, contact information, birthdate, gender, email address, type of vehicle, membership usage, vehicle diagnostics, payment information, any identifiers such as your CAA membership number, driver's license or GPS (vehicle location) and any identifiable on-line activity. We also collect information about your CAA retail purchases and preferences.

We may also collect information obtained during the course of dispatching a service vehicle including the type of service required and the tow destination.

For CAA Travel customers, personal information includes travel booking arrangements, passport details, frequent traveler numbers, itineraries and special requests.

For CAA Insurance customers, personal information includes previous insurance experience, including accidents and traffic violations, other drivers and claims history. It will also include information about any residential property you are seeking to insure.

For CAA Travel Insurance customers, personal information may include travel plans, medical history and claims history.

If you participate in our CAA Rewards<sup>®</sup> program, we will also collect and use information about your use of your CAA membership with our rewards partners, including the date, location and amount of any transaction, qualified spending and the number of CAA Dollars<sup>®</sup> earned or amount saved on the transaction.

### **Direct Collection**

Personal information can be collected directly from you in several ways with your knowledge and consent, or as authorized by law, including through phone calls, electronic messages, application forms, as well as any other documents you provide to CAA.

#### Indirect Collection

There are also ways in which CAA collects personal information indirectly. For example, to obtain an associate membership, CAA collects personal information about other members of your household from you, and for auto insurance, you may provide information regarding other drivers of your vehicle. We assume you have obtained consent to our collection, use and disclosure of others' personal information for the purposes outlined in this policy.

CAA may collect your personal information from third parties as well. For example, with your explicit consent, a credit reporting agency or previous insurer may provide information to CAA. CAA implies or assumes consent only if doing so is reasonable and appropriate based on our relationship with you. For example, we may collect information from a contracted locksmith or tow truck operator that has provided services covered by your membership, or from one of the CAA Rewards<sup>®</sup> partners in order to ensure we provide you with CAA Dollars. If you are a CAA insurance policyholder, we may collect or otherwise verify personal information about you from the Ministry of Transportation (Ontario) or Manitoba Public Insurance.

Note that there may be instances where the law permits the collection, use or disclosure of your personal information without your consent, for example for debt collection, fraud investigations, and where necessary to protect our legal interests or the safety of others.

#### 3. Using Your Personal Information

We use personal information for the following specific purposes:

- To confirm eligibility for Membership or other CAA products and services;
- To process, administer and manage your CAA Membership (if applicable);
- To provide you with the CAA products and services you have requested;
- To process, administer and manage your car, property or travel insurance related policies (if applicable);
- To reserve your transportation, accommodation or other travel arrangements (if applicable);
- To better understand your needs and the ways in which we can improve our products and services;
- To verify your identity and to communicate with you, including responding to your inquiries and confirming receipt of a requested product or service;
- To process payments;
- If you participate in our usage-based insurance program, to build up a profile on how, where and when your vehicle is driven as set out in the CAA Connect (UBI) Terms and Conditions or CAA MyPace Terms and conditions.
- To inform you about products and services that we offer (or that we and our loyalty partners jointly offer), which we believe may be of interest to you;
- To administer your participation in contests or promotions sponsored by CAA and to contact you if you are eligible to win a prize;
- To conduct surveys or research for CAA's internal use in order to better understand our members and improve our product and service offerings, as well as to compile aggregate statistics for internal reporting purposes;
- To assess and manage risk, including detecting and preventing fraud;
- To collect debts owed to CAA and enforce agreements between you and CAA; and
- To meet auditing, legal and regulatory processes and requirements.

#### 4. Withdrawing your Consent

Your consent can be withdrawn at any time, subject to legal or contractual restrictions, by providing us with written notice to the contact information found at the end of this policy. Upon receipt of notice to withdraw consent, we will inform you of the consequences of withdrawing your consent before we process your request, which may include CAA's inability to provide you with certain products or services.

If you wish to opt out of receiving marketing or promotional communications from us or change your communications preferences, please complete an **Opt-Out** Form on our website at **caasco.com/about-our-website/marketing-opt-out-form**, or visit one of our CAA Store locations or contact the Privacy Office (see contact information at the end of this policy). If you have received an email from CAA, you may also click the "unsubscribe" link at the bottom of each of our emails. **Please note that if you unsubscribe from receiving marketing communications, you may still continue to receive transactional or informational messages from us.** 

#### 5. Sharing Your Personal Information

CAA takes all reasonable steps to protect the interest of individuals when disclosing personal information. We do not disclose personal information for purposes other than those purposes for which it was collected, unless you have provided consent to do so or we are required/permitted by law to disclose the information.

#### Service Providers and Business Partners

We may share your personal information with business partners, service providers and suppliers of goods and services. For example, we may use third party service providers to authorize and process payments, send email or other communications, provide roadside assistance to you, process information collected through telematics devices, conduct customer research or manage and analyze data. In arranging for your travel, we may share your personal information with suppliers such as hotels, vacation or tour companies, airlines or cruise suppliers. Our service providers are only given the information they need to perform their designated functions.

We may offer products and services jointly with our CAA Rewards<sup>®</sup> partners, and may disclose your basic Membership and contact information to such partners to offer you products or services.

We take reasonable steps to ensure that any third parties who we entrust with your personal information are reputable and have safeguards in place to protect this information. In working with business partners, service providers and suppliers, your personal information may be transferred to a foreign jurisdiction to be processed or stored. Such information may be provided to law enforcement or national security authorities of that jurisdiction upon request, in order to comply with foreign laws.

### Affiliated Companies

We share your personal information with affiliated companies within the CAA group of companies. For instance, our membership service agents may see whether you have conducted business with our affiliated insurance companies or travel agency. This information sharing allows us to offer you member discounts and rewards and to inform you about products and services which we believe may be of interest to you.

#### Third Party Advertising

CAA may also share your name, phone number and e-mail address with third party ad-servers such as social media platforms for targeted advertising purposes. Services such as Facebook Custom Audiences and Google Ads Custom Match allow CAA to reach potential customers who would benefit from our products and services. Information provided to such third parties is secured at all times and only used for the purpose of displaying ads and reporting back to CAA on the performance of such ads. You can choose to hide ads through your socials at any time, or you can contact CAA to opt out of sharing your information with social media platforms altogether, by sending an email to **privacy@caasco.ca** with 'opt-out' in the subject line.

CAA also uses third party advertising partners to provide on-line visitors with relevant ads across the Internet. You may also opt out of interest based advertising by visiting the opt-out tool made available by the Digital Advertising Alliance of Canada at **youradchoices.ca/choices**.

#### Insurance Companies

If you apply for an insurance product with CAA, we will disclose the personal information in your application with the prospective insurance company. In Manitoba, this includes Manitoba Public Insurance.

#### Automobile Accidents

If you have installed a telematics device in your vehicle, data collected from the device may be provided to third parties in relation to an accident, investigation and/or litigation.

#### 6. Our Website and App Practices

When you use visit CAA's websites or use CAA's apps, we automatically receive and record information in our server logs from your browser or mobile platform, including the date and time of your visit, your IP address, unique device identifier, browser type and other device information (such as your operating system version and mobile network provider).

CAA uses "cookies" to identify you as a registered and/or returning visitor. Cookies are files sent from a website to a visitor's computer which may then be stored on your hard drive so we can recognize you when you return. CAA uses both session and permanent cookies. This data may be used for statistical purposes and to personalize future visits or communications (via direct mail, email or telecommunications). By setting cookies, CAA is also able to enhance a user's on-line experience (e.g. once you are logged in to your account, you are able to move between webpages without having to re-enter your credentials). You can disable cookies through your website browser, but this may affect your user experience.

The usage data we collect when you visit CAA's websites or use CAA's apps help us analyze and improve the performance of our digital services. CAA uses Google Analytics for web statistical analysis. We make no effort to personally identify you based on your visit to our site. If you wish, you may opt out of being tracked by Google Analytics by disabling or refusing third party cookies; by disabling JavaScript within your browser; or by using the **Google Analytics Opt-Out Browser Add-On**.

### 7. Keeping Your Information Safe

CAA has implemented critical physical, organizational and technical measures to guard against unauthorized or unlawful access to the personal information we manage and store. We have also taken steps to avoid accidental loss or destruction of, or damage to, your personal information. While no system is completely secure, the measures implemented by CAA significantly reduce the likelihood of a data security breach.

Here are some examples of the security controls we have in place:

- Secure office premises;
- Locked filing cabinets and a secure shredding practice for paper records;

- The use of encryption, such as secure portals for document transfers and tokenization for payment card information;
- Robust authentication processes, including complex passwords, for electronic records;
- Limited access to personal information by employees who need the information to perform their work-related duties; and
- The use of data centres with effective physical and logical data security controls.

In addition, we recommend that you do your part in protecting yourself from unauthorized access to your personal information. For example, ensure your CAA account login credentials are not shared with anyone. CAA is not liable for any unauthorized access to your personal information that is beyond our reasonable control.

Let us know right away if your contact information changes or you find any errors in your account statements or invoices. If you have reason to believe that the security of your account has been compromised, you must immediately notify CAA of the problem in order for us to resolve the issue in a timely manner.

#### 8. Accessing Your Personal Information

We make every effort to ensure that the personal information we hold is accurate, complete and up-to-date for the purposes for which we collect it. You can make a written request for access to your personal information at any time if it is for information that you are unable to access yourself through your CAA account. You will need to provide as much information as necessary to help us process your request and locate the information you require.

If you need assistance in preparing your request, please contact us and we would be pleased to help you. Upon receipt of your request, CAA will update your information, or inform you of how your personal information has been or is being used, and who your personal information has been shared with. We may charge a fee to cover any reasonable expenses related to responding to your access request.

CAA responds to access requests within 30 days, unless an extension of time is required. However, there may be contexts where access is refused or only partial information is provided, for example, in the context of an on-going investigation or where another individual's personal information or identity must be protected.

#### 9. How Long We Keep Your Information

CAA retains personal information for as long as necessary to fulfill legal or business purposes and in accordance with our retention schedules. Once your information is no longer required by CAA to meet business, legal or regulatory requirements, it is securely destroyed, erased or made anonymous. Keep in mind however that information may be retained for a lengthier period of time due to an on-going investigation or legal proceeding, and that residual information may remain in back-ups for a period of time after its destruction date.

#### 10. External Links and Social Media

We may offer links from our website to the sites of third parties, such as partner organizations, that may be of interest to you. CAA makes no representations as to such third parties' privacy practices and we recommend that you review their privacy policies before providing your personal information to any such third parties.

CAA's use of social media serves as an extension of our presence on the Internet and help us build a positive brand image as well as provide useful information to the public. Social media account(s), such as CAA's Facebook and Twitter accounts, are not hosted on CAA's servers. Users who choose to interact with CAA via social media should read the terms of service and privacy policies of these services/platforms.

CAA's use of social media serves as an extension of our presence on the Internet and help us build a positive brand image as well as provide useful information to the public. Social media account(s), such as CAA's Facebook and Twitter accounts, are not hosted on CAA's servers. Users who choose to interact with CAA via social media should read the terms of service and privacy policies of these services/platforms.

#### 11. Our Privacy Complaint and Breach Management Process

CAA takes privacy complaints very seriously and has a procedure in place for escalating and managing any privacyrelated concerns to ensure that they are responded to in a timely and effective manner. Any suspected privacy breach must be escalated internally to CAA's Privacy Officer who oversees the containment, investigation and corrective actions for all breach situations. As required by law, privacy breaches may be reported by CAA or its business partners to the regulators of the relevant provinces in which affected individuals reside.

#### 12. Changes to this Policy

We may change this Privacy Policy from time to time in order to better reflect our current personal information handling practices. Thus, we encourage you to review this document frequently. The "Last Updated" date at the top of this Privacy Policy indicates when changes to this policy were published and are thus in force. Your continued use of CAA products and services following the posting of any changes to this Privacy Policy means you accept such changes.

#### 13. Contacting the CAA Privacy Office

Any inquires, concerns or complaints regarding privacy only should be directed to:

CAA Privacy Office 60 Commerce Valley Drive East Thornhill, Ontario L3T 7P9

#### E-mail: privacy@caasco.ca

Phone: 1-800-268-3750 Ext. 25043

Fax: (905) 771-3002

Your concerns will receive prompt attention. Our Privacy Office can also provide you with more detailed information about CAA's policies and practices or assist you with completing an access to information request. Keep in mind however that e-mail or text messaging are not secure forms of communication, so never send confidential personal information to us this way.

### Thank you for continued trust in CAA.

Contact us - General Inquiries

To make changes to your membership, make a payment or for general inquiries contact us at:

Phone: **1-800-268-3750** or visit a **CAA Store**.

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This guide provides specific information about the benefits, privileges and conditions of your CAA Membership. The information is accurate as of the current print date and is subject to change at any time. Additional stipulations and conditions may apply. Please witis your local CAA Store for more information.

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