



1-855-DAA-LIVE

1-855-322-5483
Dispatch

Terms & Conditions

DAA Elite Premier Roadside Assistance Program

As a DAA Elite Premier Roadside Assistance Member, you will have access to all of our Auto Club features including 24-Hour Emergency Roadside Assistance and our customized Trip Routings and Maps. This membership document fully outlines all of the services and benefits available with your membership. Please read it carefully and retain it for future reference. The services of DAA Elite Premier Roadside Assistance are provided by Dominion Automobile Association (2004) Limited, London, Ontario. If you have any questions, please contact our member service department at 1-855-322-5483.

Remember, with DAA Elite Premier you never drive alone. We're there when you need help, 24 hours/day, 7 days/week, anywhere in Canada or the Continental United States. DAA Elite Premier provides security and peace of mind when you travel. Our pre-qualified service and towing professionals provide safe, reliable service when you need it most.

Your DAA Elite Premier Roadside Assistance membership covers you, the member, in any covered vehicle, 24 hours/day, 7 days/week. The membership does not cover a specific vehicle. Family memberships are included at no additional fee to cover family members.*

EMERGENCY ROADSIDE ASSISTANCE BENEFITS

Up to 8 Calls per Membership Year —If your vehicle is disabled for any of the following reasons, DAA Elite Premier Roadside Assistance will dispatch a service vehicle to perform the service. Only 1 service or tow will be authorized per 24 hour period. Only 1 service will be authorized per mechanical breakdown.

Dead Battery —The service provider will attempt to boost/jump start your battery and start your vehicle. If your battery is frozen due to cold weather, boosting your vehicle may cause further damage. In lieu of boosting, your vehicle will be towed to an enclosed area designated by you, to allow your battery to thaw. Reimbursement Option: \$100.00 per call

Out of Gas —The service provider will deliver up to 10 litres of fuel so that you can proceed to the nearest station. The cost of the gas is your responsibility. In areas where the transportation of fuel is prohibited, your vehicle will be towed to the nearest gas station. Reimbursement Option: \$100.00 per call (including applicable taxes).

Flat Tire —The service provider will remove your flat tire and install your safe inflated spare tire. If you do not have a safe, operable spare tire, your vehicle will be towed to the nearest repair facility. Reimbursement Option: \$100.00 per call

Lockout Service —If you have locked your keys in your vehicle, or in the trunk of your vehicle and you have access to the trunk through the passenger compartment (i.e. automatic trunk release), DAA Elite Premier Roadside Assistance will dispatch a service Provider to attempt to gain entry. DAA Elite Premier Roadside Assistance assumes no liability for any damage to the vehicle as a result of the attempt to gain entry to your vehicle when you have locked the key inside. Reimbursement Option: \$100.00 per call

Emergency Mechanical Breakdown Towing —up to 250 km per incident - If your vehicle experiences a mechanical breakdown, not related to a motor vehicle accident or vandalism, and is unable to proceed under its own power, DAA Elite Premier Roadside Assistance will dispatch a service provider to tow your vehicle to a qualified repair facility with a licensed mechanic capable of providing automobile repairs (within 250 km of the breakdown). Reimbursement Option: \$200.00 per call

Winching/Extrication —a member is entitled to one truck with one operator for one hour at the scene to have his or her vehicle extricated from mud, snow, or a ditch. Vehicle must be on or adjacent to a regularly traveled roadway. Cost of snow removal or shovelling will be at the member's expense. If the vehicle is unable to proceed under its own power and or is considered unsafe following extrication you will be responsible for all costs associated with winching and towing of your vehicle at the time of the service. You may submit your receipts for reimbursement consideration under Traffic Accident Benefits if your vehicle will not proceed under its own power following extrication. Reimbursement Option: \$100.00 per call

Note: —In order to obtain Emergency Roadside Assistance, you must remain with your vehicle. DAA Elite Premier Roadside Assistance will not provide service to un-attended vehicles. Repairs will not be done on site. The member is responsible for the cost of any repairs, parts or labour. Any fees for highway or bridge tolls will be the responsibility of the member.

TRIP INTERRUPTION BENEFITS

If your vehicle experiences a mechanical breakdown more than 80 kilometres away from your home, DAA Elite Premier Roadside Assistance members are eligible to be reimbursed for the following expenses incurred as the result of the breakdown. To qualify for Reimbursement consideration, your vehicle must have been towed from the site of the mechanical breakdown to a licensed repair facility.

Trip Interruption Services must be engaged by you within seventy-two (72) hours after the mechanical breakdown occurred in order for you to be

eligible for reimbursement for the above benefits. The cost of parts, mechanical repairs and labour are not eligible for reimbursement.

Accommodations and Meals

up to \$100.00 - DAA Elite Premier Roadside Assistance will reimburse you for hotel and meal expenses, required in the vicinity of the breakdown, while you await repairs to your vehicle.

Vehicle Rental

up to \$100.00 - If you require a replacement vehicle while awaiting repairs to your vehicle, DAA Elite Premier Roadside Assistance will reimburse you up to \$100.00 for a rental vehicle, in the vicinity of the breakdown. Rental must be from a recognized rental agency. The benefit applies only to daily rental rate, including taxes.

Transportation

up to \$100.00 - If you are required to continue your journey via commercial transportation (bus, taxi, train, or plane), DAA Elite Premier Roadside Assistance will reimburse you for the cost of transporting you and your passengers, via taxi, bus, train or plane, to your original destination or home

TRAFFIC ACCIDENT BENEFITS

If you are involved in a motor vehicle accident, DAA Elite Premier Roadside Assistance can help ease the trauma by reimbursing you for the following expenses provided they are incurred within seventy-two (72) hours of the accident. To qualify for reimbursement under Traffic Accident Services, you must have duly reported the accident to police and/or your insurance company. Expenses covered by your insurance policy will not be reimbursed.

Traffic Accident Benefits are payable in the event the vehicle, being driven by you, is disabled and unable to proceed under its own power as a direct result of your involvement in any traffic accident that has been duly reported to the police. DAA Elite Premier Roadside Assistance will reimburse any fee charged by police to obtain a copy of the accident report for our use. Please enclose a receipt with your claim. For the purposes of this benefit, "accident" shall mean the upset, or collision with a moving or stationary object of the vehicle you are operating, which renders your vehicle inoperable and unable to proceed under its own power.

Accident Towing

up to \$200.00 - DAA Elite Premier Roadside Assistance will reimburse you for the cost of towing your vehicle from the location of the accident to a repair site designated by you. Reimbursement only applies to the portion not covered by your automobile insurance company. Clean-up and storage fees are not included in this benefit.

Accommodations and Meals

up to \$200.00 - When the accident occurs away from your home city or town, DAA Elite Premier Roadside Assistance will reimburse you for hotel and meal expenses required in the vicinity of the accident, while you await repairs to your vehicle.

Emergency Transportation

up to \$200.00 - If you are required to continue your journey via commercial transportation (bus, taxi, train or plane), DAA Elite Premier Roadside Assistance will reimburse you for the cost of transporting you and your passengers, via taxi, bus, train or plane, to your original destination or home.

Return of Passengers

up to \$200.00 - If you are hospitalized as a result of the accident, DAA Elite Premier Roadside Assistance will reimburse you for accommodation of your passengers and/or for the costs of commercial transportation (bus, taxi, train, or plane) to return them to their home residence.

Return to Repair Site

up to \$200.00 - If you leave your vehicle to be repaired in the vicinity of the accident and continue on to your original destination or home, DAA Elite Premier Roadside Assistance will reimburse you for the costs of commercial transportation (bus, taxi, train or plane) to return to the repair site to retrieve your vehicle. This benefit does not have to occur within seventy-two (72) hours of the traffic accident.

Family Member Transportation

up to \$100.00 - If you are hospitalized as a result of a traffic accident, you will be reimbursed up to \$100.00 for the commercial transportation (bus, taxi, train or plain) cost of having an immediate family member travel to visit you.

Ambulance Services

100% Reimbursement - DAA Elite Premier Roadside Assistance will reimburse ambulance costs required to transport you and/or your passengers to the nearest hospital if injured as the result of a traffic accident. Costs covered under your provincial health plan are not covered.

LEGAL ASSISTANCE BENEFITS

Legal Advice - up to \$50.00 - DAA Elite Premier Roadside Assistance will reimburse you for the cost of retaining a lawyer to provide you with advice on the following matters.

- a) a preliminary legal opinion on any matter arising as the direct result of your operation of a vehicle.
- b) an interpretation of the Highway Traffic Act or similar statute.
- c) assistance in negotiating the settlement of a claim made against you as a result of a traffic accident arising out of your operation of a vehicle.
- d) legal advice on any matter arising from your private sale or purchase of a vehicle.
- e) legal advice on any matter arising as a result of your travelling on a common carrier license for carrying fare-paying passengers.

Legal Defense - If, while operating your vehicle, you are charged with speeding, careless driving or other moving violations, DAA Elite Premier Roadside Assistance will reimburse you some of the costs of a lawyer or para-legal to advise or represent you in the following circumstances.

DAA Elite Premier Roadside Assistance will reimburse you, according to a schedule of fees set by DAA Elite Premier Roadside Assistance, to assist with costs incurred as the result of hiring a lawyer or paralegal to defend or represent you in the following circumstances. Call us at 1-855-322-5483 to obtain further information on the level of benefits provided according to the schedule of fees.

- a) in defense of moving violation charges laid against you under Municipal By-Laws, the Highway Traffic Act or the Criminal Code of Canada. (Moving violations do not include parking or seat belt violations)
- b) when you are sued in a Civil Court for damages arising out of your operation of an insured vehicle.
- c) in defense of criminal negligence charges or for causing death by criminal negligence.
- d) if you are injured as a pedestrian or bicyclist in a collision with any motor vehicle or common carrier and are seeking compensation for such injuries from the party responsible.

Legal Appeals - When, in the opinion of your legal counsel and DAA Elite Premier Roadside Assistance, an appeal against a conviction on any charge covered under Legal Defense is justified, DAA Elite Premier Roadside Assistance will reimburse you, according to a schedule of fees set by DAA Elite Premier Roadside Assistance, to assist with costs incurred. Call us at 1-855-322-5483 to obtain further information on the level of benefits provided according to the schedule of fees.

Exclusions and Limitations of Coverage - Legal Assistance Services are not provided under the following circumstances:

- a) when the charges are alcohol and/or drug related.
- b) when alcohol and/or drugs are a contributing factor to any other legal situation.
- c) when you are driving an uninsured and/or un-plated vehicle.
- d) when you are driving while your license is under suspension.
- e) when charges involve an overload.
- f) when charges are related to lack of operating authority.

If more than one offence is involved, defense arising from the more serious offence will be paid. DAA Elite Premier Roadside Assistance does not pay fines or parking violations.

Payment of counsel fees is limited to payment of fee only and does not include payment of the costs of investigation, witness fees, court costs, judgements, fines, penalties, damages or costs awarded against you or any liability assumed by you.

TRIP ROUTING & MAPS

DAA Elite Premier Roadside Assistance's trip-routing services provide Members with detailed driving directions, accommodations, local attractions and points of interest within Canada and the Continental United States. Provincial and State Maps are available along with maps of major cities in Canada and the US. These services are for the personal use of the Member and may be limited due to availability.

Trip routings and maps are sent via Canada Post, allow 5-10 business days for delivery. Routings may also be sent electronically by email.

To access this service, please call us at 1-855-322-5483 and one of our experienced Travel Planning Representatives will be glad to assist you in getting the appropriate information for your trip.

WHO IS COVERED

DAA Elite Premier Roadside Assistance is a personal membership. It covers the person whose name is on the membership card, whether that person is driving his/her own vehicle, or someone else's. It does not cover anyone else driving the member's vehicle.

COVERED VEHICLES

For the purpose of this membership, "vehicle" is defined as any passenger car, motorcycle, pick-up truck or motor home with a gross vehicle weight of up to 8,000 lbs (3600 kilos) that the Member is driving legally, and for personal use. Motor homes in excess of 8,000 lbs may claim under the reimbursement option only.

Excluded are commercial vehicles of any kind (including but not limited to) taxis, limousines, buses, delivery vehicles, loaded or altered vehicles, off-road vehicles, ATVs, snowmobiles, farm tractors, farm or construction machinery, or any other vehicle not normally intended to be driven legally on public roads or highways.

Vehicles must be insured and plated to qualify for coverage. Service will not be provided to any unattended vehicle.

CLAIMS AND REIMBURSEMENT BENEFITS

To submit a claim for reimbursement of Emergency Roadside Services, Trip Interruption Benefits or Traffic Accident Services, follow the steps below.

- Contact DAA Elite Premier Roadside Assistance within 30 days of the incident.
- Write a brief description detailing the incident, i.e. location, cause, etc. Please include your name, address and membership number.
- Forward all original receipts indicating the type of disablement and the service provided. The receipt must include the date of service and the name, address and phone # for the service provider. All towing claims must include distance towed and be accompanied by detailed repair bill from a licensed repair facility.
- Forward police and/or insurance reports (where applicable) and invoices along with the description detailing the incident to DAA Elite Premier Roadside Assistance. Be sure to keep copies for yourself.
- Upon receipt and confirmation of this information, DAA Elite Premier Roadside Assistance will send your reimbursement cheque to you in accordance with the terms and conditions of this membership.

All claims and correspondence should be mailed to:

DAA - Claims Department
PO Box 5817
London, ON
N6A 4T3

Claims adjusters are available from 8:30 a.m. to 4:00 p.m., Eastern Standard Time.

DAA Elite Premier Roadside Assistance reserves the right to decline any claim presented for payment later than 30 days from the date service was performed or any claim not in conformity with the conditions of this membership.

DAA ELITE PREMIER ROADSIDE ASSISTANCE SERVICE PROVIDERS

Pre-qualified Service Providers are contracted to provide service according to a member's coverage and within specific areas. Should a member request service not related to his or her coverage, or should a provider be required to go beyond its designated area, an additional payment may be required from the member. Approved Service Providers may not be available in all areas.

All Service Providers rendering service to DAA Elite Premier Roadside Assistance members are independent contractors and are not employees of DAA Elite Premier Roadside Assistance. Therefore, DAA Elite Premier Roadside Assistance cannot and does not assume any liability or responsibility for any loss or damage to a member's vehicle or personal property resulting from the rendering of such service.

Any loss or damage is the sole responsibility of the servicing Provider and should be reported to the proprietor of the facility and your own insurance company within 24 hours and prior to any repairs being carried out.

EXCESSIVE USE OF SERVICES

The maximum yearly limit for the number of Emergency Road Service and Towing call is 8 calls per year, per membership. Unused calls may not be carried over to the next year of membership.

If, in the opinion of DAA Elite Premier Roadside Assistance, there is excessive use or abuse of these services, a member's access to Emergency Road Services may be discontinued, regardless of the number of calls.

SERVICES NOT COVERED

Unless otherwise specified in this document, DAA Elite Premier Roadside Assistance coverage and benefits do not include:

- Any service required due to an accident or act of vandalism. For the purposes of this membership, "accident" shall mean the upset, or collision with a moving or stationary object of the vehicle you are operating, which renders your vehicle inoperable and unable to proceed under its own power.
- The cost of parts, repairs, labour, additional servicing equipment, storage or impound charges, highway or bridge tolls and fees.
- Service for any vehicle deemed unsafe and/or not road worthy.
- When alcohol and/or drugs are a contributing factor in the need for service.
- Service to any vehicle wilfully driven into an area not regularly travelled, including but not limited to vacant lots, unassumed roads, open fields, construction sites, frozen lakes, mud or snow filled driveways, impassable private or recreational roads, beaches or any other area that is inaccessible or hazardous to the Service Provider's vehicle. Cross country, logging, autocross and any other form of off-road travel is not covered.
- Shovelling or the removal of snow to free a vehicle.
- Service to vehicle used for commercial purposes.
- Service to any un-plated and/or uninsured vehicle or vehicle with dealer plates.
- Repeated service calls for a vehicle which in the opinion of DAA Elite Premier Roadside Assistance requires maintenance or repairs.
- Service to any vehicle not covered by the DAA Elite Premier Roadside Assistance definition of vehicle as stated in the Covered Vehicle section.
- Costs which are covered by your regular automobile insurance.
- Non-members driving your vehicle.
- Service to Unattended Vehicles.
- Except where otherwise specified, transporting you to your disabled vehicle or to your home after service has been rendered.
- Towing your vehicle from one repair facility to another.
- Towing a vehicle to or from an auto wreckers/scrap yard.
- Towing a vehicle to or from an impound lot or storage facility.
- Repeated tow or service for the same mechanical problem.
- The services contracted for shall not cover or include emergency claims caused directly or indirectly, wholly or partly, by war, riot, floods, invasion, insurrection, civil commotion or while the vehicle you are driving is being used in military or police service.

MEMBERSHIP AGREEMENT

DAA Elite Premier Roadside Assistance agrees to provide to the member named in the application for membership the benefits as described in this document according to the member's specific plan type, subject to the terms and conditions as defined in the above. The records of DAA Elite Premier Roadside Assistance determine the commencement and termination dates of your coverage and will be evidence of your eligibility to claim for benefits. Your membership card is personal and thus not transferable.

MEMBERSHIP CANCELLATION

If you are not completely satisfied with your DAA Elite Premier Roadside Assistance Membership, you may cancel within the first 30 days of your membership by forwarding to DAA both written notification of cancellation and your DAA Elite Premier Roadside Assistance membership card.

Cancellation will be effective as of the date written notification is received at the DAA Elite Premier Roadside Assistance head office.

AGREEMENT TERM

The term of the agreement is 12 months from the effective date of membership.

SERVICE LIMITATIONS

Benefits as described will not be provided:

- if there is any indication, at the time of traffic accident or incident, of your consumption of alcoholic beverages or narcotics or where you are not in possession of a valid license to operate a vehicle, or when your license is under suspension.
- while a vehicle is not covered by public Liability and Property Damage automobile insurance.
- in the event that charges are attributed to a traffic accident or incident that occurred while you were committing, or attempting to commit a criminal offence, which is specifically NOT covered under this membership.
- when your claim arises out of an incident which occurs while your membership with DAA Elite Premier Roadside Assistance is not in force or you did not incur any expense.

DAA Elite Premier Roadside Assistance reserves the right to decline any claim presented for payment later than thirty (30) days from the date service was performed or any claim not in conformity with the conditions of this membership as stated.

DAA Elite Premier Roadside Assistance reserves the right to decline payment for services and/or terminate membership when, in DAA Elite Premier Roadside Assistance's opinion, there is deemed to be misuse, abuse or excessive use of DAA Elite Premier Roadside Assistance services. In this case, no portion of the membership price will be refunded.

CHANGE OF ADDRESS

If during your membership term, you change your address, it is the member's responsibility to notify DAA Elite Premier Roadside Assistance immediately.

MEMBERSHIP CARD

DAA Elite Premier Roadside Assistance membership cards remain the property of the DAA and must be returned upon termination of membership.

Dominion Automobile Association (2004) Limited
195 Dufferin Ave, Suite 200, London, Ontario, Canada N6A 1K7
www.daa.ca
1-855-322-5483

* Family membership includes and is limited to family members living at the same address as the primary member. Members must be licensed drivers and must have a valid driving license. Members will be asked to show their DAA Elite Premier Membership card and proof of address (valid driver license) by towing operator and by dispatch.

Terms and conditions subject to change without notice.

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