

**Canadian Tire Roadside Assistance® Emergency Plan
Terms and Conditions**

Canadian Tire Roadside Assistance
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ROADSIDE ASSISTANCE EMERGENCY PLAN MEMBERSHIP

These Terms and Conditions describe the roadside assistance services available to you as a Canadian Tire Roadside Assistance member (hereinafter, the “Services”). The Services are subject to the terms, conditions and restrictions outlined below (the “Terms and Conditions”). As used herein, the terms “Canadian Tire Roadside Assistance”, “we”, “us” and “our” mean Canadian Tire Services Limited, operating as Canadian Tire Roadside Assistance and the terms “you” and “your” mean you, the customer. Please retain a copy of these Terms and Conditions for your records as they form part of your contract.

You must be a resident of Canada and any vehicle that the Services will be provided in respect of must be licenced and insured.

You are entitled to certain Roadside Assistance Services (hereinafter, “Service Call(s)”). Unless stated otherwise in these Terms and Conditions, all towing, battery boost, fuel delivery, lockout, flat tire change, extrication or winching services mentioned in this document and rendered by our independent service provider network (the “Service Provider(s)”) across Canada and the United States of America that we will send to assist you are each accounted for as Service Calls. You may ask for additional services from the Service Provider. All additional services requested from the Service Provider will be the object of a separate agreement between you and the Service Provider and the fees related to this separate agreement will be your sole responsibility.

PLAN ACTIVATION AND TERM

Your membership begins at time of activation. To activate your plan please:

1. visit <https://roadsideassistance.canadiantire.ca/>. Click Activate Now on the top navigation bar. Choose Emergency Plan. Complete the required information and submit form. Must activate within thirty (30) days from the date of purchase.
2. call 1-888-727-7478 within thirty (30) days from the date of purchase.

Please retain a copy of your receipt for the safety kit as we may ask for a copy of it for verification purposes.

PLAN TYPE FOR EMERGENCY PLAN MEMBERS

Vehicle Plan

Canadian Tire Roadside Assistance will only provide service to registered vehicle, regardless of who is driving the vehicle at the time of a Service Call.

SERVICE CALLS

NUMBER OF SERVICE CALLS

You are entitled to two (2) Service Calls during the twelve (12) month period. Limit of one (1) tow per Service Call. Registration is not transferable from one member to another.

DISTANCE LIMITS

The distance limit is fifty (50) kilometres per Service Call to the nearest Canadian Tire Auto Service Centre. If additional kilometres are required beyond the distance limit of this plan, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges, once authorized, are your responsibility.

TOWING SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange for a towing service. The Service Provider will tow your vehicle to the nearest Canadian Tire Auto Service Centre located within the distance limits established in this plan. If additional kilometres are required beyond the distance limit of this plan, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges, once authorized, are your responsibility.

The Services does not include the use of specialty equipment, including, but not limited to, when necessary, flat bed car carriers and dolly wheels.

BATTERY BOOST SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange battery boost service. The Service Provider will attempt to re-start your vehicle by boosting the vehicle battery. If the vehicle will not start, a tow will be provided to any destination of your choice within the distance limits established in this plan.

FUEL DELIVERY SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange delivery of an emergency supply of fuel. For safety reasons, propane will not be delivered. If you request diesel fuel and it is not available in the service area, we will tow you to the nearest diesel service station or destination of your choice within the distance limits established in this plan.

The Services include the delivery of fuel, but you are responsible for the full cost of the fuel requested at the ordinary rate of the Service Provider. You will be informed of the price of fuel in advance by the Service Provider and you will be responsible for paying the Service Provider directly.

LOCK-OUT SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange lock-out service. The Service Provider will attempt to gain access to the inside of your vehicle through the passenger compartment door only using lock-out service equipment. If access to the inside of your vehicle cannot be obtained through the passenger compartment door, a tow will be provided to any destination of your choice within the distance limits established in this plan.

In the alternative, you may call a local locksmith and submit your original itemized receipt to Canadian Tire Roadside Assistance for reimbursement. Reimbursement will only be given to lock-outs attempted from the passenger compartment door and are limited to the amount specified in this plan. Please refer to the reimbursement policy outlined below for details.

You are solely responsible for any damage that may result from any entry attempt.

FLAT TIRE CHANGE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange a flat tire change. The Service Provider will attempt to remove your flat tire and install your spare tire, provided the spare is in safe operating condition. If the spare is not in safe operating condition, a tow will be provided to any destination of your choice within the distance limits established in this plan. The mounting or dismounting of any tire chain(s) is not covered under this service.

EXTRICATION/WINCHING SERVICE

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange extrication/winch service. The Service Provider will attempt to extricate your vehicle from any ditch, mud, sand or snow, provided it has become stuck in an area immediately adjacent to a regularly traveled road and can be safely reached with standard automobile service equipment.

The Services include up to one (1) tow truck and one (1) Service Provider per Service Call, for a maximum of twenty (20) minutes.

If additional tow trucks, Service Providers or time is required, the Service Provider will advise you of any additional charges before the service is performed and you will be asked to authorize and pay the additional charges. Any additional charges once authorized, are your responsibility.

CANCELLATION POLICY

You can cancel the Services at any time by contacting Customer Service at 1-888-727-7478. Canadian Tire Roadside Assistance has right at any time to cancel, revoke, not renew or temporarily suspend any membership without notice at its sole discretion, in the following circumstances: (1) if we suspect you are abusing or misusing your membership by using the Services for any other purpose than as an emergency roadside service; (2) if you fail to comply with these Terms and Conditions (3) if you engage in any fraudulent or unauthorized use of the Services; or (4) if you engage illegal behaviour in respect of the Services

SERVICES NOT COVERED

Canadian Tire Roadside Assistance must be used and considered only as an emergency roadside service and is not a substitute for delayed maintenance Canadian Tire Roadside Assistance cannot be used by businesses or enterprises for the purposes of making offers to their customers or being a feature of their product or service offering.

The following services are excluded:

- Service to unregistered vehicles or members
- Services to medium and heavy duty vehicles with Gross Vehicle Weight Rating (GVWR) in excess of 3,600kg (8,000lbs)
- Services to loaded vehicles or any vehicle where the service cannot be safely completed because service may result in vehicle damage (as determined by the Service Provider)
- Services to motorcycles, motor scooters, recreation vehicles, commercial vehicles, all-terrain vehicles, snowmobiles, dune buggies, trailers of any description, taxicabs, limousines, tractors, dump trucks, transport trucks, snowplows, boats, school buses, vehicles used for competition, and impounded or theft recovered vehicles
- Vehicles that have been idle for a period of time or not properly maintained causing them to become not roadworthy
- Services to dual rear wheeled vehicles
- Providing service to an unattended vehicle. A licenced driver must be present when service is being rendered.
- Service Providers "wait time" is not covered as well as costs associated with "traffic control" or "blocker trucks". Additional fees may be applicable if the use of traffic control personnel or vehicles such as "blocker" trucks are required as deemed necessary by law , or for the safety of the Service Provider at their discretion
- Towing your vehicle from a repair facility because you did not approve of the quoted cost of repairs, or the facility's normal hours of operation.
- Providing a second or additional tow by a Service Provider on the same Service Call. For example, we do not tow your vehicle from one repair facility to another, or tow your vehicle home, then tow it to a repair facility at a later date.
- Transportation of vehicles already at a repair facility (i.e. garage, dealership, auto service)
- Providing repeated Service Calls for a vehicle that needs routine maintenance or repairs.
- Providing towing or roadside assistance services where prohibited.
- Shoveling snow to free or gain access to a snowed-in vehicle.
- Paying for the cost of a new tire or installation of a new tire or wheel, or install or remove snow tires, chains, etc.
- Paying for the cost of any installed parts, labour, supplies or materials.
- Transporting your safely operable vehicle, including but not limited to transportation of vehicles to/from storage facilities, auctions, shipping docks, or for the purpose of certifying a vehicle (emission testing, safety certification)
- Transporting your vehicle for the purpose of moving it from one location to the other in a non-emergency roadside situation.
- Transporting you to your disabled vehicle or any destination after emergency service has been provided
- Paying for the cost of any incidental expenses such as accommodation, meals, vehicles, rentals, etc. as a result of your vehicle's breakdown, unless otherwise stated in these Terms and Conditions.
- Towing a vehicle to or from a scrap yard or car dealership for the purposes of transporting the vehicle.

- Providing service ordered by Police for a legal infraction
- Providing towing or road services applicable to insurance claims (i.e. vandalism, fire, comprehensive claims, etc.).
- Paying for the cost of bridge tolls, ferries or express/toll highways.
- Providing a slow battery charging at roadside, or cover the cost later, of slow battery charging.
- Covering the cost of locksmith services for key cutting, lost and/or broken keys or unlocking the trunk of a vehicle.
- Covering the cost of additional towing mileage, storage/impound fees, medium/heavy duty towing equipment and any other incidental charges which are over and above the limitations established in the purchased plan.
- Providing services to a vehicle that has been driven into an area that is inaccessible to the service vehicle, is not a regularly travelled and maintained public road, and any form of off-road use (including, but not limited to beaches, recreational areas, construction sites, logging areas, forestry roads (R#### series forestry roads, Chemin de Parent, or Chemin de Manouane

(Manawan)), oil fields, open fields, private roads, cottage roads, unmaintained roads and seasonal roads, i.e. ice/winter road).

AMENDMENTS

The terms, conditions, services, benefits, policies and procedures of the Services are subject to change at any time. You will be given at least thirty (30) days advance notice of any changes, by a written notice setting out the new conditions and/or the changes therein.

SERVICE UNDER SEVERE WEATHER CONDITIONS

When severe weather conditions prevail, service may be delayed because of heavy demand for roadside assistance. Members calling from an unexposed or unsheltered area will be given priority over members requesting service from a sheltered area. Under these conditions, towing service may be limited to the nearest repair facility.

GENERAL INFORMATION

LIMITATION OF LIABILITY

This section applies in the Provinces of British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island and Saskatchewan and the three territories of Northwest Territories, Nunavut and Yukon, and does not apply in the Provinces of Quebec and Alberta

Canadian Tire Roadside Assistance strives to provide the finest emergency roadside assistance through our network of Service Providers across Canada and the United States of America. However, since these Service Providers are independently owned and operated, Canadian Tire Roadside Assistance does not assume any liability for any loss or damage to your vehicle or personal property, for loss of time or inconvenience, for rental or replacement of vehicle, for personal injury or any other special, incidental, consequential, or punitive damages, howsoever caused. In some cases (i.e. requiring the use of specialty equipment or service to a damaged vehicle resulting from an accident), the Service Provider may ask you to sign a waiver prior to providing service. The Service Provider may refuse service if the waiver is not signed. If any damage has occurred to your vehicle, please contact the Service Provider directly. Any such loss or damage should be reported immediately to the proprietor of the facility that rendered the service and/or to your insurance company before any necessary repairs are carried out. After speaking with the Service Provider, if you require further assistance, please call 1-888-727-7478 (1-888-7ASSIST). **Canadian Tire Roadside Assistance assumes no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.**

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ASSIGNMENT

Canadian Tire Roadside Assistance is brought to you by Canadian Tire Services Limited. Canadian Tire Services Limited reserves the right to assign this agreement in whole or in part to an affiliate or other third party without your consent or prior notice to you.

PRIVACY AND YOUR PERSONAL INFORMATION

You agree that Canadian Tire Services Limited may collect, use and disclose personal information about you in accordance with the Canadian Tire Privacy Charter (Privacy Charter) including, in particular to (a) administer the Services; (b) process, service, analyze and audit your relationship with us; (c) determine your interest and eligibility for, and where appropriate provide you with products, services, rewards and programs; (d) comply with applicable legal, regulatory and self-regulatory requirements; and (e) better understand your product and services needs and to offer relevant information, products, service, rewards and programs to meet those needs. Personal information includes, but is not limited to, identification information and billing information. As described in the Privacy Charter, Personal Information may be shared with other parties who administer accounts and services and with other members of the Canadian Tire family of companies to develop surveys, contests, individual and direct marketing programs and may be used to

market and sell other products and services to you including by way of postal mail, e-mail, facsimile, telephone, text message, or other form of electronic message. If you decide that you do not want to receive marketing offers for products and services, you may always withdraw or refuse your consent by clicking on the unsubscribe link in our email communications or by contacting us at 1-888-727-7478 (1-888-7ASSIST). Your request will be promptly processed but may not be in time to remove you from promotions already in progress. Please note that even if you have opted out of receiving marketing communications, we may still contact you for purposes of administering your Membership and sending you transactional or operational messages. The Privacy Charter is updated from time to time. You may obtain the most current version of the Privacy Charter online at www.canadiantire.ca or by calling us at calling us at **1-866-846-5841**. When your personal information is transferred to a Service Provider, we require them to protect the information in a manner that is consistent with our Privacy Charter. Our Service Providers may be located outside Canada and may be required to disclose your personal information under the laws of their jurisdictions. Subject to your withdrawal, this consent is valid for the time required to fulfill the identified purposes, Canadian Tire's legitimate business purposes and to conform to all applicable legislative requirements.

Canadian Tire Roadside Assistance is a registered business name of Canadian Tire Services Limited.

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