

Canadian Tire Roadside Assistance® Gold Family Plan

TERMS AND CONDITIONS

Canadian Tire Roadside Assistance
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#TOW (Mobile)
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Welland, ON L3B 3Z3
roadsideassistance@canadiantire.ca
canadiantire.ca/roadside

ROADSIDE ASSISTANCE PLAN

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 member. 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 FOR PLANS PURCHASED ONLINE

The Services are automatically activated at the time of purchase. The Services begin twenty-four (24) hours after activation and are valid for one (1) year unless cancelled in accordance with these Terms and Conditions (see "Cancellation Policy" below).

PLAN TYPE FOR GOLD FAMILY PLAN

Member Plan

Canadian Tire Roadside Assistance will only provide service to you individually, regardless of which vehicle you are in at the time of a Service Call. If you require service, the Roadside Assistance card with your name must be shown at time of service. We reserve the right to request a piece of ID at time of service.

GOLD FAMILY PLAN

The annual fee for the Services is \$289.95 (amounts to \$24.17/month). The Services begin twenty-four (24) hours after plan activation and is valid for one (1) year thereafter unless the Services are cancelled in accordance with these Terms and Conditions. You can register up to four (4) additional members under your membership at no additional charge. Additional members must reside in the same household as the primary member.

SERVICE CALLS

GOLD FAMILY PLAN NUMBER OF SERVICE CALLS

You are entitled to a combined total of ten (10) Service Calls for every twelve (12) month period. Limit of one (1) tow per Service Call. Registration is not transferable from one registered member to another.

DISTANCE LIMITS

Gold Family Plan The distance limit is two hundred and fifty (250) kilometres per Service Call to the destination of your choice. 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 any destination of your choice located within the distance limits established in this plan.

UNLIMITED NUMBER OF TOWS TO ANY CANADIAN TIRE AUTO SERVICE CENTRE

An unlimited number of tows to any Canadian Tire Auto Service Centre are provided within the distance limits established in this plan. If you choose to be towed to a Canadian Tire Auto Service Centre, the tow does not count against the limit of Service Calls established in this plan. This service is limited to one (1) tow per call.

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

ACCIDENT TOWING

Canadian Tire Roadside Assistance will work with our network of Service Providers to arrange accident towing service. The Service Provider will tow your vehicle from an accident scene to any destination of your choice within the distance limits established in this plan.

The Services do not include any costs that may be associated with the clean-up of an accident, storage/impound fees and/or any additional fee charged by a Service Provider if the Service Provider is delayed in performing the service at the scene of an accident. If any additional fee will apply, the Service Provider will advise you 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.

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.

Gold Family Plan

The Services include the delivery of five dollars (\$5.00) of fuel, at the ordinary rate of the Service Provider. If you request additional fuel, 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.

Gold Family Plans

The Services include up to two (2) tow trucks and two (2) Service Providers per Service Call, for a maximum of sixty (60) minutes concurrently.

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.

CONFERENCE CALL AHEAD SERVICE

Conference call-ahead service is provided by a Canadian Tire Roadside Assistance representative when you call for roadside assistance. A conference call will be provided to anyone in Canada or the United States of America to let them know you will be delayed because of a vehicle issue.

TRIP ACCIDENT ASSISTANCE

Canadian Tire Roadside Assistance will reimburse your expenses, up to a combined maximum of two hundred Canadian dollars (\$200 CDN), inclusive of applicable taxes, if your vehicle becomes disabled as a result of a legally reported motor vehicle accident that takes place more than one hundred (100) kilometres from the address of permanent residence you have provided us. Eligible expenses include accommodation, meals, car rental and commercial transportation and must be incurred within the first seventy-two (72) hours from the time of the accident.

Canadian Tire Roadside Assistance will also reimburse you up to a maximum of one hundred Canadian dollars (\$100 CDN), inclusive of applicable taxes, for the cost of commercial transportation when you pick-up your vehicle after it has been repaired.

In order to be eligible for reimbursement, your request for reimbursement must be postmarked within thirty (30) days of the accident and you must send the following to the address below:

1. Your name, address, phone number and licence plate number.
2. Reference number if you were provided with one by Canadian Tire Roadside Assistance when you called in for service.
3. A copy of the local police department Motor Vehicle Accident Report.
4. A statement from your insurance company or a copy of the original itemized receipt for payment of the repairs to your vehicle. The receipt must be stamped or imprinted with the service provider's business name, address and phone number.
5. Originals of all receipts for accommodation, meals, car rental and/or commercial transportation, itemized and clearly dated. Retain a copy of receipts for your records.

MAIL WITHIN THIRTY (30) DAYS OF ACCIDENT TO:

Canadian Tire Roadside Assistance
Roadside Service Claims Department
P.O. Box 2000, Welland, ON L3B 5S3

TRIP PLANNING GUIDES AND MAP

The Services include trip planning guides and maps are offered to members. Call us two (2) weeks prior to your departure and we will provide customized maps for your trip anywhere in Canada or the United States of America which highlight the route to your destination.

DISCOUNTS

As a member, you will receive some coupons and discounts from various merchants, which will be included in your welcome package.

REIMBURSEMENT POLICY

In the event you are unable to contact Canadian Tire Roadside Assistance or there is no Canadian Tire Roadside Assistance Service Provider available near the location where your vehicle has become disabled we will reimburse you as follows:

Maximum Reimbursement for Gold Family Plan Members

Up to two hundred and fifty Canadian dollars (\$250 CDN), inclusive of applicable taxes, per Service Call.

Reimbursement is limited to:

1. Towing your vehicle to any destination of your choice within the distance limits of your plan. Limit one (1) tow per Service Call.
2. The following services: battery boost service, fuel delivery service, lock-out service, flat tire change and extrication/winning service.

In order to be eligible for reimbursement, you must pay the service provider directly, your request for reimbursement must be postmarked within thirty (30) days of the service and you must send the following to the address below:

1. Your name, address, phone number and licence plate number.
2. Reference number if you were provided with one by Canadian Tire Roadside Assistance.
3. Original itemized receipt that includes your name, make, year and model and licence plate number of the vehicle serviced, as well as a breakdown of the charges. The receipt must be stamped or imprinted with the service provider's business name, address and phone number. Retain a copy of receipts for your records.

MAIL WITHIN THIRTY (30) DAYS TO:

Canadian Tire Roadside Assistance
Roadside Service Claims Department
P.O. Box 2000, Welland, ON L3B 5S3

MEMBERSHIP FEE

The Services are valid for a one (1) year term.

Your annual fees can be paid by:

1. Credit card – Visa or Mastercard.
2. Cheque – personal or certified cheque.
3. Canadian Tire Roadside Assistance Gift Card.

RENEWAL

To ensure uninterrupted service, if you call Canadian Tire Roadside Assistance and provide your credit card number to a Canadian Tire Roadside Assistance representative, the Services will automatically renew until you cancel. Your credit card will be charged on the renewal date for the then current regular price for this plan. A renewal notice will be sent to you between the ninetieth (90th) and sixtieth (60th) day prior to the Services expiring. If you would not like the Services to automatically renew, please call 1-888-727-7478 (1-888-7ASSIST). Upon renewal of the Services, the number of Service Calls you will be entitled to will be the same as under this plan.

CANCELLATION POLICY

There is a thirty (30) day money back guarantee from the time of purchase of your Canadian Tire Roadside Assistance membership. If you cancel within thirty (30) days of your purchase, a refund will be issued less, to the extent permitted by law, any: discounts, gift cards, vouchers, coupons or claims you have made within the first thirty (30) days of your membership. If cancelled any time after the expiry of the thirty (30) day money back guarantee period, no refund will be issued. The Services will automatically be cancelled without notice if you engage in fraudulent or unauthorized use of the service or illegal behavior and no portion of the membership fee is refundable.

SERVICES NOT COVERED

WE DO NOT:

- Tow your vehicle from a repair facility because you did not approve of the quoted cost of repairs.
- Provide 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.
- Provide towing or roadside assistance services where prohibited.
- Shovel snow to free or gain access to a snowed-in vehicle.
- Pay for the cost of a new tire or installation of a new tire or wheel, or install or remove snow tires, chains, etc.
- Pay for the cost of any installed parts, labour, supplies or materials.
- Transport you to your disabled vehicle or any destination after emergency service has been provided.
- Pay 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.
- Provide service to motorcycles, motor scooters, any vehicles in excess of 3600 kg (8000 lbs), all terrain vehicles, snowmobiles, dune buggies, trailers, tractors, limousines, boats, dual-wheeled vehicles, taxi cabs, tow trucks, snow plows, vehicles used for competition, unlicensed vehicles, uninsured vehicles and impounded or theft-recovered vehicles.
- Tow a vehicle to or from a scrap yard.
- Provide towing or road services applicable to insurance claims (i.e. vandalism, fire, comprehensive claims, etc.).
- Pay for the cost of bridge tolls, ferries or express/toll highways.
- Provide repeated Service Calls for a vehicle that needs routine maintenance or repairs.
- Provide service to an unattended vehicle. A licenced driver must be present when service is being rendered.
- Provide a slow battery charging at roadside, or cover the cost later, of slow battery charging.
- Cover the cost of locksmith services for key cutting, lost and/or broken keys or unlocking the trunk of a vehicle.
- Cover 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 this plan.
- Provide 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, oil fields, open fields, private roads, cottage 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. If after receiving notice of any change to the Services, you do not accept the new terms, you may terminate the Services without cost, penalty or cancellation indemnity by sending us a notice to that effect, no later than thirty (30) days after the modification comes into force, if this modification entails an increase in your obligations or a reduction of our obligations.

SERVICE UNDER SEVERE WEATHER CONDITIONS

When severe weather conditions prevail, service may be delayed because of heavy demand for roadside assistance. If you call from an unexposed or unsheltered area you 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 a member's 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 the Services 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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