

Canadian Tire Roadside Assistance® On Demand
TERMS AND CONDITIONS

Canadian Tire Roadside Assistance
1-888-727-7478 (1-888-7ASSIST)
#TOW (Mobile)
1000 East Main Street
Welland, ON L3B 3Z3
customerservice@canadiantire.ca

canadiantire.ca/roadside

ROADSIDE ASSISTANCE ON DEMAND SERVICE

These Terms and Conditions describe the services available to you as a Canadian Tire Roadside Assistance Customer. Your Service is 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.

[You must be a resident of Canada Any vehicle that the Services will be provided in respect of must be licenced and insured. When you make a request for services, you are entitled to certain Roadside Assistance Services (hereinafter, “Service Calls”)

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.

SERVICES AND FEES

In order to receive services you must call #TOW from your mobile or 1-888-727-7478 to speak to a Customer Service Representative who will dispatch a Service Provider.

The fees for On Demand Service Calls are as follows:

Service Type	Price [per Service Call]
Towing Service – Up to 10 km to any Canadian Tire Auto Service Centre	\$70.00
Towing Service – Up to 25 km to any Canadian Tire Auto Service Centre	\$100.00
Towing Service – Up to 50 km to any Canadian Tire Auto Service Centre	\$150.00
Battery Boost Service	\$70.00
Flat Tire Change Service	\$70.00
Lock-Out Service	\$70.00
Fuel Delivery Service	\$70.00

The service fee must be paid by: credit card – Visa, MasterCard or American Express. All quoted prices are in Canadian Dollars. Applicable taxes are additional.

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 Canadian Tire Auto Service Centre within the distance limits established in the service you purchased.

If additional kilometres are required beyond the distance limit of the service purchased, 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 Services include the use of specialty equipment, including, but not limited to, when necessary, flat bed car carries 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 and a tow is required, the Service Provider will advise you of 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.

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. The provision of Diesel fuel will be subject to availability.

This service includes the delivery of fuel, but you are responsible for the full cost of the fuel requested. 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 for any fuel delivered to you.

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 and a tow is required, the Service Provider will advise you of 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.

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 and a tow is required, the Service Provider will advise you of 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 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.

This service includes 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

If you contact our call centre and cancel the service within ten (10) minutes of dispatching confirmation, a refund will be issued less, to the extent permitted by law, any: discounts, gift cards, vouchers or coupons. If you contact our call centre and cancel any time after ten (10) minutes of dispatching, no refund will be issued.

SERVICES NOT COVERED

WE DO NOT:

- 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 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 the service you selected.
- 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 your Canadian Tire Roadside Assistance services are subject to change at any time.

SERVICE UNDER SEVERE WEATHER CONDITIONS

When severe weather conditions prevail, service may be delayed because of heavy demand for roadside assistance. If you are calling from an unexposed or unsheltered area you will be given priority over persons 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 the 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 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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