

# CAA Manitoba Membership Terms & Conditions

For membership types: Everyday, Classic, Plus, Plus RV, Premier & Premier RV.

Updated: September 27, 2023

# Welcome to CAA

Welcome to CAA Manitoba ("CAA MB"). 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 200,000 Members in Manitoba and Nunavut. 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 Manitoba ("CAA MB", "we", "our", "us"). CAA MB is the operating name of CAA Club Group in the province of Manitoba and the Territory of Nunavut. Purchase or use of any CAA MB 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 MB 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 caamanitoba.com/membership or caamanitoba.com/terms

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# Section 1

# **Membership Terms & Conditions**

# 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 MB Membership types:

- Everyday
- Plus
- Premier

- Classic
- Plus RV
- Premier RV

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

Not all Membership Benefits are available immediately. For immediate activation of select benefits, such as roadside assistance, an additional fee will apply. All other roadside benefits become active 48 hours after joining. When an existing Member upgrades to a higher level of membership, the 48-hour wait period applies to utilize the enhanced benefits.

#### 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® 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 MB'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:

   (1) 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.
  - o 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®, even if earned by the Associate Member(s). CAA Dollars® earned in a household by Associate Members are not transferable between households unless the entire household is moving.
- Each CAA MB 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 MB.
- 2. Membership is non-refundable 30 days after activation.
- Membership may not be used for commercial or illegal purposes.
- The Member may not attempt to activate multiple CAA MB accounts (i.e. using fake/alternate names or information).

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

- Pay all fees when due, irrespective of the extent you made use of our products and services offered.
- 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, and only if the service provider determines that the vehicle being serviced is unable to be driven safely. If it is not possible to accommodate passengers within safety guidelines, CAA MB may 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

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- 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. Understand that many of our roadside assistance service providers are independent contractors and not employees of CAA MB. 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.
- 8. 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 fraudulent, criminal or illicit activity.
- Contact CAA MB to ensure the account is updated and your subscription, if applicable, in the Automatic Renewal program is terminated, if you are not renewing your membership.

#### **CAA's Right to Revoke Membership:**

CAA Manitoba 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 Manitoba 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® and credits will be revoked without refund or compensation. New memberships created by previously revoked Members are subject to immediate revocation minus any outstanding costs associated with CAA MB services provided to you or your Associate Members and subject to a \$50 fee.

#### **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

caamanitoba.com/membership or caamanitoba.com/terms. 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 Manitoba," Visa, Visa Debit, Mastercard and Amex. Cheques are also accepted by mail, made payable to CAA Manitoba at: CAA Manitoba, P.O. Box 4100 Stn Main, Winnipeg, Manitoba, R3C 0X7.
- 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 unless CAA MB is advised of your request to opt-out prior to your membership renewal date. Once opted out, CAA MB must be informed if you wish to opt back in.
- Please ensure you review your membership renewal notice for accuracy. If any changes are required, it is the Member's responsibility to notify CAA MB 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

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- 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 MB 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.
- 7. 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 MB may give you a discount against a pending or future transaction. This is a one-time discount only, is not available if you have already participated in Automatic Renewal, and 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 or debit card on file with CAA MB. 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(s).

#### **Monthly Pay Program:**

By signing up for Monthly Pay, you are purchasing an annual membership and authorize CAA Manitoba to auto-debit your bank account or credit card provided for the amount owing on a monthly basis. Payments will be processed within three days of your membership expiry date. Current Members can sign up for Monthly Pay by phone at 204-262-6055 or toll-free at 1-800-222-4357 or in person at a CAA Store with a credit card. If you would like to sign up for Monthly Pay with pre-authorized debit (PAD), you must fill out a pre-authorized debit (PAD) agreement and submit it with a void cheque at any CAA Store within Manitoba. Your membership will be activated upon receipt of your PAD agreement.

#### Additional Charges:

If any payment to CAA MB or its service provider(s) is reversed, returned by your financial institution due to non-sufficient 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 MB reserves a right of set-off for any outstanding debts owing to CAA MB or to its service provider(s).

#### **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 MB)	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 MB requires authorization from the recipient in order to discuss service call details with the purchaser, another Member, or individual.

#### Money-back Guarantee:

CAA Manitoba Membership dues are refundable within 30 days after the payment has been processed by CAA Manitoba. The amount of the refund will be prorated and based on your household's most recent membership(s) payment to CAA Manitoba, minus any outstanding costs associated with CAA Manitoba services provided to you or your Associate Members (including any additional charges as outlined above) up to the date of cancellation. CAA Manitoba will not refund your membership after 30 days of receiving payment. Prorated refunds under \$10.00 will not be processed. Cancellation request can be made by calling 204-262-6000 or by visiting your nearest CAA Store.

#### **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 MB mandate. You may attend the Annual General Meeting in person or submit a proxy form appointing someone else to vote on your behalf.

# Section 2

### **Membership Terms & Conditions**

# Membership Coverage and Roadside Assistance Services

# A. BENEFITS FOR ALL MEMBERS (FOR EVERYDAY, CLASSIC, PLUS AND PREMIER MEMBERS):

#### Bike Assist®:

CAA provides Bike Assist – roadside assistance for your bicycle. Bike Assist services are exclusively available in Brandon and Winnipeg. Bike Assist covers motorized bicycles (ebikes), however two-wheeled scooters and mopeds are only covered under Plus and Premier Memberships. Motorcycles are not eligible for Bike Assist service.

If your bike becomes disabled and at CAA MB 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 MB will arrange to transport you and your bicycle, subject to the towing limits based on your membership type. Towing limits within Winnipeg city limits are waived to take you and your bike to Olympia Cycle & Ski at 326 St. Mary's Rd. 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.

#### Service Providers:

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

#### **Liability and Damage Claims:**

CAA MB 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 MB, you hereby understand and agree that unless the loss relates to the fraud, gross negligence or willful misconduct of CAA MB, CAA MB'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.

Members must report to CAA Manitoba any concerns regarding their vehicle within 24 hours of the initial service request. After this time any liability is limited to the cost of membership dues paid within the 12-month period immediately preceding the concern.

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 MB 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 MB and our service providers reserve the right to physically inspect and assess any damage claims. The service provider and/or CAA MB 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 MB 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 MB 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 MB commits to repair or replace any damaged vehicle parts, both service provider and CAA MB reserve the right to approve repairs or use replacement parts of a similar kind or quality.

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

Service provider and/or CAA MB 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 MB assumes no liability if you engage in fraudulent or unauthorized use of the services or engage in illegal behaviour.

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

CAA MB, including our service providers, is 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 MB and our service providers seek to deliver service expeditiously, however CAA MB, including our service providers, is 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 MB may appoint an arbitrator whose ruling shall be final and binding on both parties.

#### **Extreme Weather Conditions:**

During extreme weather conditions, CAA MB 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.

CAA Everyday Memberships do not include any motor vehicle emergency roadside assistance. Please skip over Section 2 (B) if you are a CAA Everyday Member.

# B. ROADSIDE ASSISTANCE BENEFITS (FOR CLASSIC, PLUS, AND PREMIER MEMBERS ONLY):

Classic, Plus, Plus RV, Premier, and Premier RV 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. Each service (air, gas, tow, boost, etc.) counts as one (1) service call provided within your selected membership year's allotment (except for relay and select battery service calls). Once the number of service calls has been exceeded. CAA MB 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. Service providers may ask for proof of insurance, ownership and photo identification.

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 MB Membership includes the following roadside assistance services, subject to additional fees if applicable. Some services listed below may only be available within certain CAA MB geographical areas. All roadside assistance services are subject to the Limitation of Liability provision set out in (Section 2 (A)) "Liability and Damage Claims".

#### Roadside Assistance Services by Membership Type:

	Classic			
Type of Vehicle Covered	Cars, bicycles			
For full guidelines on eligible and ineligible vehicles, please visit: caamanitoba.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			
Trip Interruption	Up to \$300 cad (Accident Only)			
Two-Day Complimentary Rental Car with Tow	-			
Vehicle Return Benefit	-			

Plus	Premier
Cars,	Cars,
motorcycles,	motorcycles,
bicycles	bicycles

# For full guidelines on eligible and ineligible vehicles, please visit: caamanitoba.com/vehicle-eligibility

caamanitoba.com/vehicle-eligibility		
Recreational vehicles (Plus RV)	Recreational vehicles (Premier RV)	
4	5	
Up to 200 km	Up to 200 km (for up to 4 calls) Up to 320 km (for 1 call)	
Gas & delivery	Gas & delivery	
Up to \$100 cad	Up to \$100 CAD	
Yes	Yes	
Up to \$600 CAD (Accident Only)	Up to \$2,000 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 caamanitoba.com/battery

CAA MB and service providers may refuse to provide certain battery service if it is deemed unsafe (in CAA MB 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 MB will send a service provider to attempt to gain entry. If your ignition key is lost or broken, CAA MB will reimburse up to \$50 CAD for a locksmith service for Classic Members and up to \$100 CAD for all other membership levels. Claim must be received within 30 days of incident. 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. Classic Members will be charged the current pump price for the gasoline. For Plus, 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 MB, 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 of the spare tire, 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 MB 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, and Premier 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 may be avaliable for an additional fee. 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.

#### **Drive You Home:**

CAA Manitoba will provide service to transport the Member and their vehicle to their home when their vehicle is drivable, but they are unable to drive due to illness, accident, medical treatment or injury. CAA will provide this service as long as the vehicle can be serviced with regular towing equipment. Classic, Plus and Premier Members are covered for the towing distance based on their membership type. A Member can use this benefit one time per membership year. Drive You Home service counts as one (1) service call.

#### **Motorcycles:**

Motorcycles with or without a side car, are eligible for coverage under Plus, and Premier Membership types. CAA MB 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 (RVs), campers and trailers (subject to vehicle eligibility) are eligible for coverage under Plus RV and Premier RV Membership. CAA MB 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 MB and service providers may refuse to provide a certain RV service if it is deemed unsafe (in CAA MB or service provider's sole discretion).

#### **Accident Tows:**

MPI restricts CAA Manitoba from towing due to an accident when a claim will be made. Tow service can only be provided in an accident if the Member is not making a claim and if no other vehicles or property were damaged. CAA Manitoba Membership covers for towing service (subject to your applicable coverage limits) in the event the Member is in an accident. Member must be present for service. Under certain circumstances, police may require that the vehicle be removed immediately by an independent towing company.

#### **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. Road-worthy is defined as a vehicle that is not (in CAA MB or service provider's sole discretion): (A) abandoned; (B) in an advanced state of disrepair; (C) unplated, unlicensed, uncertified, or improperly licensed and/or uninsured; (D) severely damaged due to accident/fire; (E) missing vital parts. 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 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 caamanitoba.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 MB, unless expressly specified in the Terms and Conditions applicable to non-Classic CAA Membership types.

CAA MB and service providers may refuse to provide certain service if it is deemed unsafe (in CAA MB or service provider's sole discretion).

- Service to a loaded or altered vehicle where the service cannot be performed safely (in CAA MB or service provider's sole discretion) and may jeopardize the load or damage the vehicle.
- Service to an unattended vehicle, unless such service is expressly pre-authorized by CAA MB acting in its sole discretion, and is not prohibited by law; however, CAA MB 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.
- 3. Service to a recreational vehicle, unless it is eligible under the Member's CAA Plus RV or Premier RV Membership.
- 4. Service to a vehicle that appears to be configured for racing, motoring competitions, or performances.

- 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, vehicles for hire (Uber/Lyft etc.), two-seater UTVs (side by sides), mobility scooters. 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 eight (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.
- Service to a vehicle bearing commercial or dealer licence plates.
- 10. 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; (D) un-plated, unlicensed or improperly licensed; (E) severely damaged due to accident/fire.
- 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 MB. 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. This includes requests intended to combine tow kilometre allotments to extend the length of towing coverage.
- 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.
- 14. 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 (1) authorized passenger (subject to the Passenger Rules below) who will travel with the service provider while the disabled vehicle is under tow.
- 18. CAA MB does not provide you with taxi service, however, at your request and with approval for an additional cost, CAA MB 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 travelling with the service provider or not. CAA MB 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.
- 23. Use for commercial activities or by commercial enterprises. This includes but is not limited to use of CAA MB as a third party.
- 24. CAA MB does not tow vehicles into underground parking garages, residential garages, repair facility service bays or driveways.

Accessibility for Manitobans Act (AMA) exception: Certain exceptions to the membership exclusions listed above may apply to persons requiring special accommodation due to a disability. Please contact CAA

Manitoba for further details.

#### Non-CAA Provider Services:

If you have contacted CAA MB to obtain roadside assistance and CAA MB service is not available at the time of your request, CAA MB 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 MB within 30 days for reimbursement consideration. Reimbursement for non-CAA provider services will count as one (1) service call. CAA MB reserves the right to refuse reimbursement for tows provided to a Member by a non-CAA service provider that CAA MB determines or suspects is related (i.e. by family, household, friendship, etc.) to the Member; or, where applicable is operating without licence and/ or beyond regulatory guidelines with respect to services provided and fees billed. Additionally, all receipts submitted will be reviewed for legitimacy. Any receipts determined to be invalid (in CAA MB's sole discretion) will result in denial of reimbursement and immediate Membership termination.

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 MB will not reimburse at a higher rate than that which is printed on the invoice under any circumstances.

CAA MB 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 licence
- Proof of payment for service (cashed cheque, bank statement indicating cash withdrawal, credit card statement or credit card receipt)
- Original receipts for repairs
- Insurance policy information including insurer, insured, policy number and effective dates
- Vehicle ownership information

When extra information has been requested and is not provided within 30 days, the claim will be denied.

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

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

CAA Manitoba reserves the right to deny claims where CAA Manitoba 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 \$750 CAD regardless of circumstances.

## Road Trip Benefits.

#### **Trip Interruption:**

Trip Interruption applies when vehicle driven by an eligible CAA Member is involved in an automobile accident, mechanical breakdown, auto theft or unexpected illness or injury. Eligible Classic Members are automatically covered for up to \$300 CAD annually in eligible unforeseen, necessary out-of-pocket expenses resulting from an accident involving a collision. Eligible Plus Members are covered for up to \$600 CAD annually for the same. Eligible Premier Members enjoy additional coverage for up to \$2,000 CAD annually. 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 Trip Interruption is not emergency travel or medical insurance.

#### To Be Eligible for Assistance:

- The collision must occur during a planned trip of 200 km or more from the Member's primary residence and trip must be interrupted for more than 24 hours
- 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

#### Vehicle Return Benefit:

For Premier and Premier RV 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 MB 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 MB will not be able to provide copies and any other detailed information in support of your claim), to:

CAA Manitoba, Member Processing, P.O. Box 1400, Winnipeg, MB, R3C 2Z3

Or by email: membership@caamanitoba.com

Or by fax: 204-775-4999

\* Claim forms can be accessed by visiting caamanitoba. com, visiting a CAA Store, or contacting our Member Services at **1-800-222-4357**.

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

# **Section 3**

#### **Member Rewards**

#### CAA Rewards®:

CAA Manitoba may change these Terms and Conditions and/or any aspect of CAA Rewards without notice. CAA Manitoba 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 Manitoba 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, within 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 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: contact@caamanitoba.com

Or by fax: 204-775-4999

Or by phone: 204-262-6000 or 1-800-222-4357

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

#### Mail:

Member Relations – CAA Manitoba P.O. Box 1400, Winnipeg, MB, R3C 2Z3

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.

# 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. CAA takes full responsibility for the management and confidentiality of personal information we collect and use. We take all reasonable steps to protect the interest of individuals when disclosing personal information and have implemented critical physical, organizational and technical measures to guard against unauthorized or unlawful access to the personal information we manage and store. 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. For more information regarding our privacy practices, please refer to our Privacy Policy at caamanitoba.com/privacy

#### Thank you for your 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: 1-800-222-4357 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 visit your local CAA Store for more information ®/TM CAA trademarks are owned by, and use is authorized by, the Canadian Automobile Association.

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